

SCHOOL DISTRICT OF MARTIN COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) REQUIRED RESPONSE FORM

RFP- 5003-0-2008/JC

DATE: January 10, 2008

TITLE: RFP FOR COMMUNICATION SERVICES AND EQUIPMENT

This proposal must be submitted to the School District of Martin County, Purchasing Department, 2845 SE Dixie Hwy., Stuart, Florida 34997 no later than 2:00 PM on January 29 2008 plainly marked RFP- 5003-0-2008/JC. Proposals are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposers and have not colluded with any other proposer 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 proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 38 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto.

PROPOSER (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: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

**SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA
REQUEST FOR PROPOSAL FOR
COMMUNICATION SERVICES AND EQUIPMENT RFP - 5003-0-2008/JC**

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1.0 **GENERAL INFORMATION:**

The School District of Martin County, Florida is seeking proposals from qualified vendors for a contract for COMMUNICATION SERVICES AND EQUIPMENT. The awarded contractor will be expected to supply all project management, software, hardware, and supplies required to, transition the District's fragmented phone/communication system to a fully integrated VOIP system. Our current VOIP system is approximately 75% complete. Interested parties may contact Lucas Parker, 772-219-1200 #30292, to schedule an appointment to examine and gather information on existing systems. : **All written questions must be received by 5:00 P.M on January 18, 2008. Questions must be addressed to Lucas Parker, email parkerl@martin.k12.fl.us or fax (772) 219-1234.**

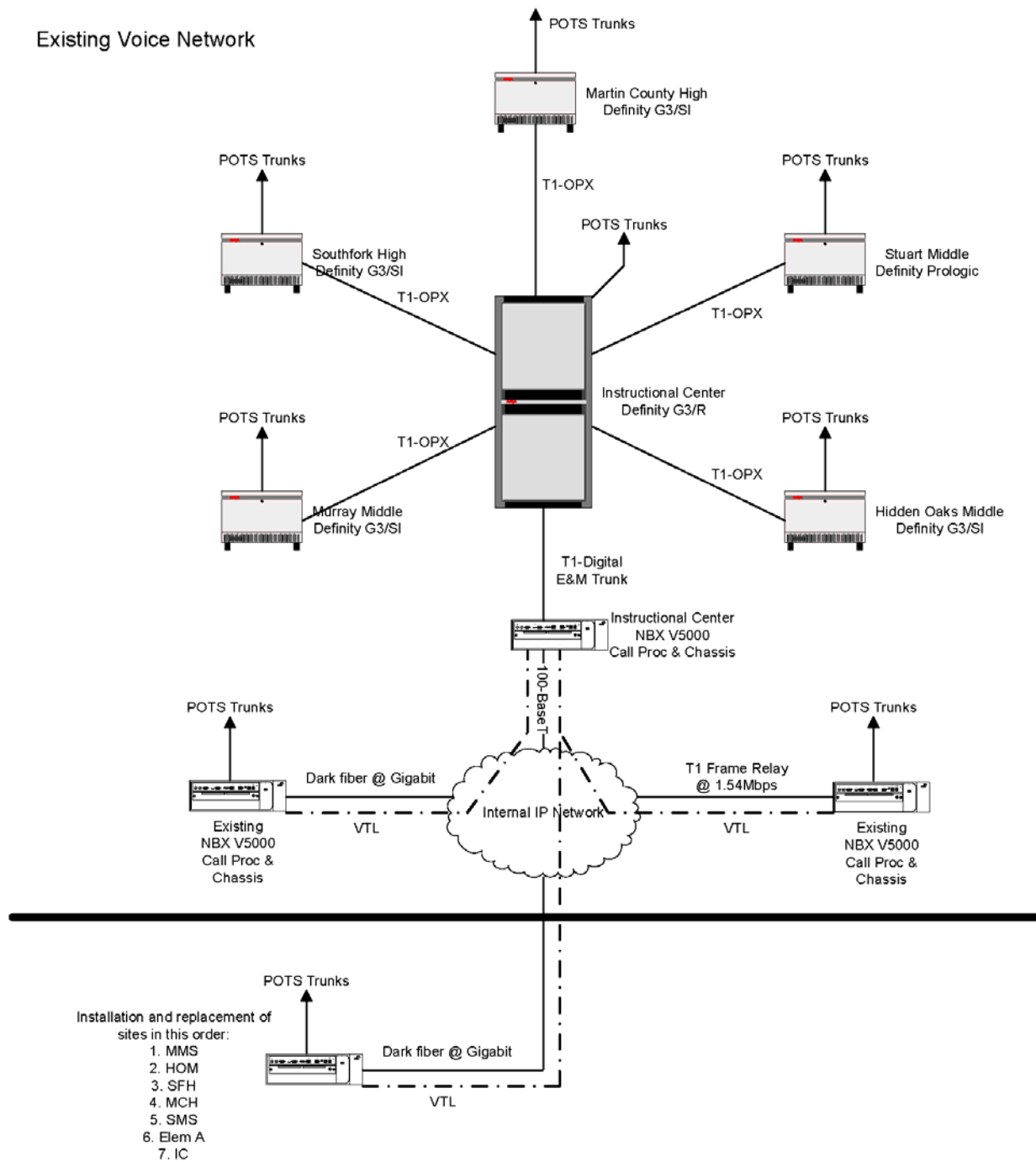
Interested vendors are required to become familiar with the existing systems, their locations, capabilities and limitations prior to submitting their proposal. Proposals must include a transition plan to integrate the new voice network with the existing Avaya voice network and 3COM NBX platform, including passing internal five digit dialing between the existing Avaya network the new voice solution.

The School Board would prefer to establish a contract for supply and integration of 3Com NBX & VCX equipment but will entertain alternate solutions that are cost effective and proven to meet minimum district requirements.

1.1 **Voice Switch Minimum Requirements**

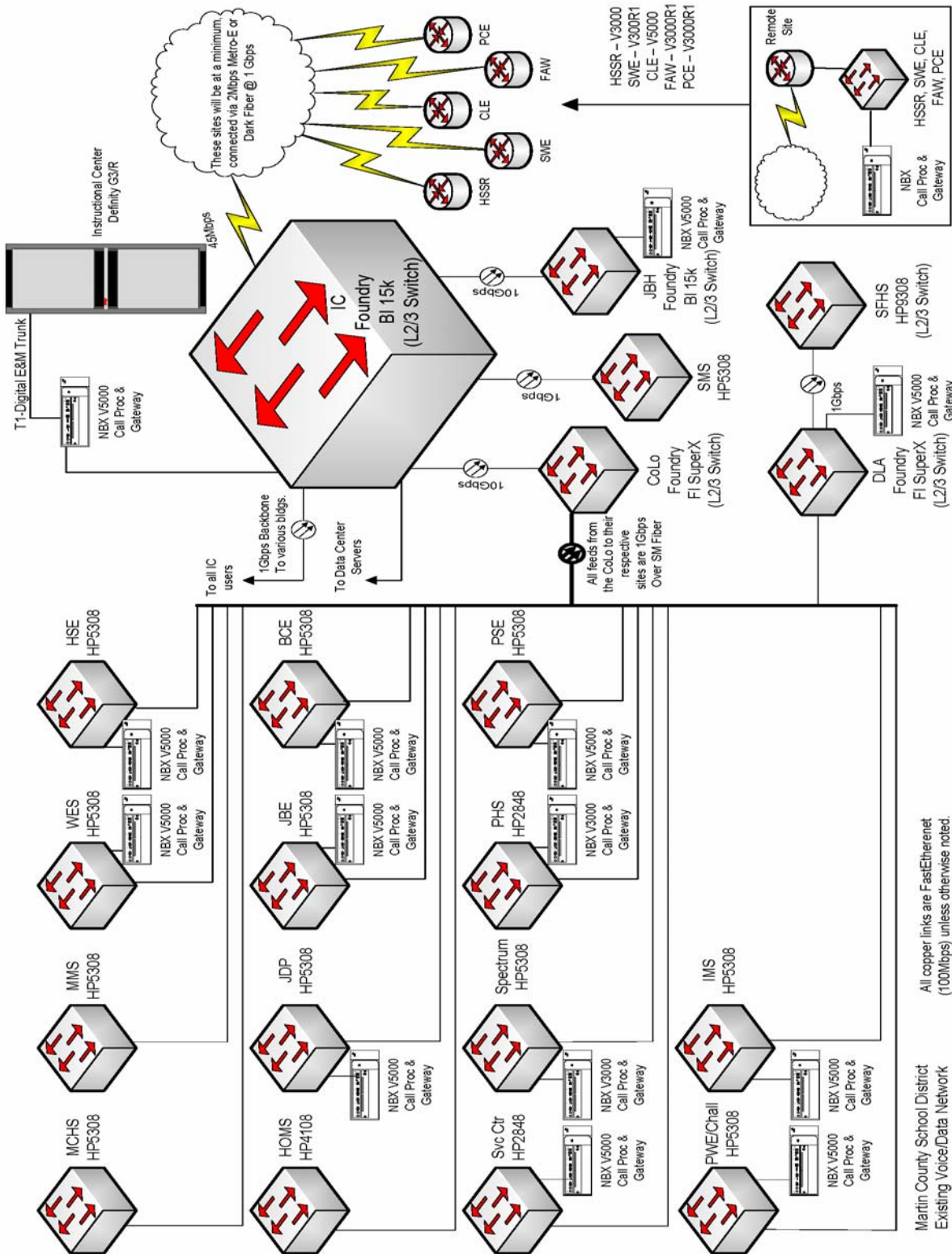
- Integrated Voicemail and Auto attendant local to each MCSD location
- Redundant Power supplies
- Redundant Disk drives
- Redundant 10/100 interfaces on all chassis
- POTS and T1- PRI voice interfaces.
- 802.1P and 802.1Q support
- VOIP trunking and end station support
 - Ability to pass calls over our Frame relay, Metro E, and fiber network via TCP/IP
 - Total payload for any wide area network call must be less than 120kbps
 - ADPCM compression or better
 - Silence suppression
- System must be managed via TCP/IP and a standard web browser
- Station to station five digit dialing throughout the district.
- Integration with our existing Avaya platform and 3COM NBX platform, ability to pass calls between the new system, 3COM NBX and our existing Avaya infrastructure.
- Caller ID display on every telephone set
- Full Duplex Speakerphone with Mic.
- 802.3af compliant phones
- Phones in every classroom
 - Ability to disable/enable features & Class of Service for classroom phones via time of day automatically
 - Example: No calls during class periods, except 911. No restrictions outside of class time.
- Paging
 - Ability to page a single classroom or all stations
 - Hand free answer
- Call Detail Record
- CDR's must be stored locally and be available for immediate retrieval from anywhere on our network.
 - CDR must include calling station, station called, number dialed, Time & Day.
 - CDR must provide automated archival features of up to 120+ days of records
 - CDR must provide the ability to export data as needed or automatically
- Vendor must provide MOS or PSQM test reports for compressed and uncompressed calls with their proposal.
- Vendor must provide Bulk call test reports using a test set such as an ABACUS to generate the maximum number of busy hour call attempts the switch can handle with their proposal.

Figure 1: MARTIN COUNTY SCHOOL DISTRICT's Voice Network



Phased Installation at sites listed

Figure 2: MARTIN COUNTY SCHOOL DISTRICT's Data Network



2.0 **SCOPE OF SERVICES:**

During Phase One, a 3Com NBX was installed at the Instructional Center and connected to the existing Definity G3R via T1 Digital E&M. The system acts as a gateway between the existing Avaya network and the current VOIP system, passing 5 digit internal calls bidirectionally. Phase two addressed new schools, including Jensen Beach High and Port Salerno Elementary.

For phase three, Martin County School District has 6 separate locations that will migrate to the new VOIP platform.

The selected vendor will be solely responsible for the complete turn-key system, including pre-engineering and site survey. The vendor will supply and install the new telecommunications system and perform all integration services with the existing 3COM NBX and Avaya platforms.

3.0 **SELECTION PROCESS:**

The selection committee will be composed of members from the Educational Technology department, and other district staff deemed appropriate. The proposers will be ranked according to their fulfillment of the following criteria.

3.0.1 Extent to which the proposer successfully address the requirements listed in sections 1.0, General Information, 2.0 Scope of Services, and 9.0, Information to be Included in the Submitted Proposal plus any additional service provided, and availability of proposer's personnel to support the districts project. **30 Points**

3.0.2 Experience and positive references of proposer with similar systems and conversions. **20 Points**

3.0.3 Financial strength and stability of the organization. Vendor must document the financial capability to implement and test each phase of the implementation prior to requesting payment. **20 Points**

3.0.4 Total cost of ownership. This cost will consist of all costs, direct and indirect, to implement the proposed solution, plus ongoing maintenance and support expense, both direct and indirect. **30 Points**

3.1 The selection committee will select the highest ranked proposer that meets the requirements of the Request For Proposal (RFP). At that point, negotiations will begin to develop a contract for COMMUNICATION SERVICES AND EQUIPMENT. Should a contract not be agreed upon, the committee will begin negotiations with the second ranked proposer. This will continue until an acceptable agreement can be developed. The resulting contract will be sent to the Board for approval along with the award recommendation.

4.0 **IMPLEMENTATION SCHEDULE:**

The following is a tentative implementation schedule and may be subject to change.

Jan 10, 2008	Release Date
Jan 17, 2008	Pre-proposal conference Date
Jan 29, 2008	RFP Opening Date - 2:00 PM
Feb 3, 2008	Evaluation Process Completed
Feb 4, 2008	Recommendation to Board for Approval on Feb 19, 2008

5.0 **INSTRUCTIONS TO PROPOSERS:**

5.1 **Submission of Sealed Proposals:**

All firms interested in being considered for providing COMMUNICATION SERVICES AND EQUIPMENT

to The School District are required to submit a written sealed proposal addressing all criteria listed in sections 1.0 "General Information", 2.0 "Scope of Services" and include the information identified in section 9.0 "Information to be Included in the Submitted Proposal".

5.2 **Pre-Proposal Conference:**

A Pre-Proposal Conference will be held at the Service Center/Warehouse located at 2845 SE Dixie Highway, Stuart, Florida. The conference will be open to all interested parties, and will be held on Thursday January 17, 2008, 10:00 A.M. at which time District staff will be present to answer questions and explain the intent of the RFP Documents. Attendance is not mandatory. Any conclusions reached at this conference, which amend the RFP Documents, will be issued in the form of an Addendum.

5.3 **An original and 3 copies of the sealed proposal must be submitted prior to 2:00 P.M. on January 29, 2008 to the following location:**

School District of Martin County, Florida
Purchasing Department
2845 SE Dixie Hwy.
Stuart, Florida 34997-5037
Attention: Jeff Carver

Proposals are to be packaged, sealed, and submitted to the address shown above and clearly marked on the outside of the envelopes and/or packages - **Sealed RFP # 5003-0-2008/JC Opening: January 29, 2008 2:00 P.M.**

6.0 **SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA RIGHTS:**

The School Board reserves the right to:

- 6.1 Reject any and all offers received as a result of this RFP.
- 6.2 Disqualify a proposer from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- 6.3 Seek clarification of information submitted and to waive minor irregularities in any proposal.
- 6.4 Accept and utilize any and all ideas submitted in any proposal.
- 6.5 Adopt all or any part of a proposal in selecting the optimum COMMUNICATION SERVICES AND EQUIPMENT program.
- 6.6 Negotiate further with any proposer responding to this RFP if it will serve the best interest of the School District.
- 6.7 Select and award the contract to the responsive proposer providing the best value to the School District.
- 6.8 Subsequent to establishing a contract resulting from this RFP, if the School District determines additional features, service, modifications, or deletions are needed and it is in the District's best interest, the District may enter into negotiations with the contractor to amend the contract.

7.0 **PROPOSAL PREPARATION EXPENSES:**

The School District is not liable for any costs incurred by a proposer in the preparation of their proposal or for any services or work performed prior to the issuance of a contract.

8.0 Additional Information:

Inquiries and/or additional information regarding proposal requirements and/or procedures may be obtained from:

Jeff Carver
Purchasing Manager
2845 SE Dixie Hwy.
Stuart, Florida 34997-5037

Telephone: (772) 219-1255 Ext. 202
Fax Number: (772) 219-1267
E-mail: carverj@martin.k12.fl.us

9.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL:

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. **It is required that three (3) copies of the proposal be submitted with the original proposal.** The original proposal shall be so noted.

9.1 **Title Page:** Show the RFP number, subject, the name of the proposer, address, telephone number and the date.

9.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

9.3 Letter of Transmittal - Limit to two pages and:

1. Briefly state the understanding of the proposer regarding the work to be done and make a positive commitment to perform the work within the specified time period;
2. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers; and
3. Give the Federal taxpayer identification number of the proposer.

9.4 **Request for Proposal:** (Required Response Form, page 1 of RFP) with all required information completed and all signatures as specified.

9.5 Profile and Qualifications:**9.5.1 Experience and Qualifications of the Firm**

1. State whether the proposer is local, regional or national.
2. Give the location of the office from which the work is to be done.
3. Describe the range of services offered.
4. Describe the relative COMMUNICATION SERVICES AND EQUIPMENT experience of the proposer within the State of Florida and in other states.
5. Provide reference name and contact information from all Florida School Districts or similar agencies for whom you have completed work similar to that contemplated by this RFP.

9.5.2 Qualifications and Experience of Staff

1. Experience providing similar service to school districts or other public agencies.
2. Identify the specific individual who would serve the District on a day-to-day basis as a primary point of contact and be responsible for completion of the project. The individual identified shall be available within 24 hours notice by telephone to accomplish the following:

- a. Attend meetings.
- b. Respond to telephone calls.
- c. Respond to specific inquiries.

9.5.3 Provide proof of your company's insurance as required in Section 14.0 of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

9.6 **APPROACH TO IMPLEMENTATION:** Clearly describe the approach that the proposer will use in implementing the services described in Sections 1, 2, and 9.

9.7 **RESPONSE:** Proposers are required to respond to the specific project, equipment, and capabilities requirements and questions below. **Submittal of vendor’s standard response forms, qualification, specification or product literature will not satisfy the requirements of this section.** Proposers must provide a response or indicate “No Response” for each item listed in this section. Lengthy responses or a response requiring an attachment may be added. Any additional sheets or attachments must be clearly labeled with a reference to the corresponding section number, IE; your “Sample Project Plan” would be attached and be labeled 9.7.1.2. Sample Project Plan. To be considered responsive, a proposer must submit a complete proposal that materially satisfies all requirements stated in this Request for Proposal. Proposers must be in a position to begin implementation of the transition plan upon acceptance by the School Board of Martin County, Florida.

9.7.1 Installation Requirements – School sites

9.7.1.1 Vendor will perform station reviews and gather information from site staff and school board employees to complete the proper ACD design, database preparation and original program initializations. Vendor will be responsible for unpacking, labeling , installation and configuration of all phone sets and associated telephony equipment. They will also be responsible for interfacing with Telco interfaces and existing NBX systems via the districts TCP/IP network. Vendor will be responsible for disposal of all waste materials following the installation.

Response:

9.7.1.2 Provide a sample project plan:

Response:

9.7.2 Installation Requirements – Instructional Center

A 3COM NBX system has been installed at the Instructional Center (IC). This system is connected to MCSD’s Avaya G3/R via T1 E&M and acts as a gateway passing calls between the new VOIP infrastructure and the existing Avaya network.

Vendor shall be responsible for 5 digit station to station dialing between the existing Avaya network and locations equipped with 3Com systems. Vendor is responsible for dial plan, call flow and all integration required for seamless call flow between systems.

The system located at the Instructional Center may be used as a concentration point for outbound Local & Long distance dialing (trunk pooling) for many or all locations within MCSD. Trunk pooling would not eliminate the need for individual POTS lines at any given site. The dial plan should be designed for this option so that there are minimal changes required to enable it.

In the final phase, a VCX system will be installed at the Instructional Center as a replacement for the existing gateway system and Definity G3/R. Another VCX system should be redundant for the VCX system at the IC. The Instructional Center itself will be rolled out in phases, i.e. by department or building.

Response:

9.7.3 Training Requirements

9.7.3.1 Requirements - The successful bidder is required to conduct end-user training on MCSD premises, tailored specifically to MCSD's particular requirements (e.g., console operator, message center operator, secretary and teachers). Training class sizes will range from 20-75 station users at a time. Up to 50 users will require training on the new telephone system at smaller locations. Up to 400 users will require training at 5 of our larger Schools. Perform end-user training for administrative group of 5 people. The Instructional Center will require training for individual departments.

Response:

9.7.3.2 Training Plan - Vendor will also provide a training and certification program as well as training materials for designated MCSD personnel who will train future employees.

Response:

9.7.3.3 Description - For each product application proposed, provide a detailed description of the training the vendor will provide. Specify the cost of this training.

Response:

9.7.3.4 Materials - Reference copies of the training materials should be included as part of the bidder's response to this RFP.

Response:

9.7.4 Vendor/Bidder Questionnaire

This section is to provide an overview of the vendor's proposal and it's architecture, and experience in the manufacturing, installation, and support of the type of system proposed. It also covers how the vendor will provide a functional network infrastructure to support IP communications system over the existing IP network.

VENDOR PROFILE

Bidding Company Name:
Address:

Sales Representative Name:
Telephone Number:
e-mail address:

Sales/Systems Engineer:
Telephone Number:
e-mail address:

Who manufactures the proposed system?

Response:

If not Proposing Vendor, Manufacturer Name:

Manufacturer Address:

Does the bidder install the product or use business partners?

Response:

Does the bidder maintain the product or use business partners?

Response:

Does the bidder maintain a support call-in center for problems?

Response:

Does the bidder provide on-site assistance if it is required?

Response:

Does the bidder maintain a web site for customers to access technical support and documentation?

Response:

Provide a list of reference accounts and contact information with similar systems installed.

Response:

How many 3Com certified technicians does the vendor have on permanent staff?

Response:

How many 3Com certified employees are located within 120 miles of Stuart FL?

Response:

How long has the bidder been in business?

Response:

9.7.5 Proposed System:

Provide a brief description of the proposed system. Include diagrams. Label attachment section 9.7.5 Proposed System.

Response:

9.7.5.1 Provide a time table for the proposed solution by site. The time timetable must include any activity by district staff required to facilitate implementation.

Response:

9.7.5.2 Provide clear milestones and objective methods of determining satisfactory completion of

those milestones.

Response:

- 9.7.5.3 Provide a complete list of software, hardware, and supplies needed. Major software and hardware component requirements must be broken down by location and project phase. Include the model names and version numbers of all relevant components of the proposed system.

Response:

- 9.7.5.4 Provide warranty information for system components. Maintenance and support agreements, if required, must be identified and their ongoing cost clearly identified.

Response:

9.7.6 System Architecture:

- 9.7.6.1 Provide a brief description and discussion of your system architecture. Describe your philosophy on open architecture and your ability to support other vendors' equipment.

Response:

- 9.7.6.2 Provide a diagram of the system architecture.

Response:

- 9.7.6.3 Describe your company's experience with building network infrastructures.

Response:

- 9.7.6.4 Describe how your proposed network infrastructure supports end-to-end QoS in a converged network supporting voice, broadcast video, H.323 video, and data, and how QoS issues are resolved.

Response:

- 9.7.6.7 Describe how you provide for Call Admission Control to guarantee that LAN/WAN links are not oversubscribed.

Response:

9.7.6.8 Explain how the intelligent network architecture provides power to the business phone sets over Ethernet. Can the network automatically detect the presence of the business phone sets? If so, how is this done, and what are the benefits of this feature?

Response:

9.7.6.9 Explain how you can provide easy addressing of the business phone sets without having to change the addressing scheme of the existing IP data network. Systems that support mixed IP and non IP environments will be given extra merit to the final award of the contract.

Response:

9.7.6.10 Can IP phones share existing Ethernet ports with data devices, or do the IP phones require additional Ethernet ports be added by the customer to support voice?

Response:

9.7.6.11 In terms of support for open industry standards, which of the following standards do you support in your proposed solution? If the standard is not currently supported, indicate in the "Availability Date" column when you expect to support it.

RECOMMENDATION	STATUS	AVAILABILITY DATE
1. PCM		
2. ADPCM		
3. G.728		
4. G.729		
5. G.729a		
6. H.323		
7. T.120		
8. Q.931		
9. 802.1d		
10. 802.1p		
11. 802.1q		
12. SNMP		
13. FAX - Group 3		
14. FAX - Group 4		
15. TAPI/WAV		
16. VPIM		
17. IP TOS		
18. Differentiated Services		
19. PRI/Q.SIG		
20. IMAP4		
21. HTTP		
22. RTP		
23. CRTP		
24. RTCP		
25. RTSP		

26. Policy Based Routing		
27. Committed Access Rate		
28. IPv6		
29. MGCP		
30. H.225		
31. H.245		
32. DCL		
33. DNS		
34. SIP		
35. PLEASE LIST OTHER OPEN INDUSTRY STANDARDS THAT YOUR SOLUTION SUPPORTS		
36.		
37.		
38.		
39.		

9.7.7 Hardware Configuration:

9.7.7.1 What is the model name and number of the proposed call processing systems?

Response:

9.7.7.2 Describe the call processing hardware and operating system platform in detail. Is it based on industry standard hardware, or is it proprietary?

Response:

9.7.7.3 What standard components are included on the call processing platform? What components are optional?

Response:

9.7.7.4 What is the maximum user capacity of the proposed communications system? Provide a description of how scalability is achieved. For example, describe what is required to scale from 75 users to over 600 users. Systems that require minimum hardware replacement will receive extra merit toward the final award of the contract.

Response:

9.7.7.5 What is the maximum number of simultaneous conversations supported by the proposed system? Is the system non-blocking for voice calls?

Response:

9.7.7.6 What is the maximum number of busy hour call attempts supported by the proposed system?

Response:

9.7.7.7 Describe all the gateways the vendor can provide to support connectivity to legacy TDM equipment and the Public Switched Telephone Network (PSTN). Be sure to include a description of the gateway options available for analog station and trunk and digital trunk connectivity.

Response:

9.7.7.8 Identify all PRI services that you support: ANI, call-by-call, DNIS.

Response:

9.7.7.9 Does your communication system support proprietary trunking across data network infrastructure?

Response:

9.7.7.10 Identify all the PRI features that the proposed system has supported at working customer sites. Also identify all PRI feature and signaling options.

Response:

9.7.7.11 Provide a list of PBXs and Central Office switches to which your PRI trunk has been successfully connected.

Response:

9.7.7.12 Does the proposed solution support H.323-compliant gateways from other manufacturers?

Response:

9.7.7.13 Describe how your solution meets ADA compliance regarding vendor and customer requirements, specifically, how your solution meets ADA compliance for Florida School Systems.

Response:

9.7.8 System Reliability and Survivability:

9.7.8.1 Describe how the system provides for fault tolerance. Identify the components that can be duplicated in your system. Fully describe the systems redundancy capability.

Response:

9.7.8.2 Does the system provide full survivability for each school site, in case of disconnect to District Office? Services should include station to station voice calls, incoming and outgoing voice calls, voice (mail), intercom interface, and auto attendant.

Response:

9.7.8.3 Explain in detail the systems susceptibility to network-based attacks, e.g. viruses, Trojans, DoS.

Response:

9.7.8.4 Identify each component that provides redundancy. Provide one price for the redundancy proposed and identified here.

Response:

9.7.8.5 Describe any UPS or “battery” back-up capabilities for the proposed system. Please explain.

Response:

9.7.9 Advanced Routing Features:

9.7.9.1 Fully describe your advanced routing features. Please be sure to include a discussion of the following applications:

- Amount and type of routing plans.
- Types of trunks supported in routing scheme
- Queuing and overflow capabilities.
- Use of class of service for routes.
- Describe how your system handles digit deletion and insertion regarding the North American Dialing Plan. Include system limitations.
- Describe the route filtering method.
- Alternative cost routing.
- Voice mail routing support, e.g. VPIM

Response:

9.7.9.2 Describe the Dial Plan structure.

Response:

9.7.9.3 Describe the Dial Plan configuration options as it relates to site code dialing.

Response:

9.7.9.4 Is the proposed system compliant with the North American Numbering Plan (NANP)?

Response:

9.7.10 911 Services:

9.7.10.1 Is your proposed system in compliance with the Enhanced 911 regulation?

Response:

9.7.10.2 Identify the systems ability to redirect callers who dial “911” or “9+911” to a predetermined location; i.e., security desk, operator’s console, etc.

Response:

9.7.11 Auto Attendant and Hunt Groups:

9.7.11.1 Describe the features of the Auto Attendant.

Response:

9.7.11.2 How are changes to the Auto Attendant made? (e.g. announcements and menu selections). How are multiple Auto Attendant greetings identified?

Response:

9.7.11.3 Describe all type of call distribution on system? (e.g. linear and circular hunt groups, call groups, etc)

Response:

9.7.11.4 What is the maximum number of groups supported on each system?

Response:

9.7.12 Communications System Software:

9.7.12.1 Describe your operating system.

Response:

9.7.12.2 Have you proposed the most recent release of this software? When is the next software release due?

Response:

9.7.12.3 How does your company provide future software releases? How are software upgrades performed? Is there an additional charge for software upgrades?

Response:

9.7.12.4 When system or station software updates are performed, must the system be shut down, or can these types of activities take place in an on-line environment with no interruption in service?

Response:

9.7.12.5 What non-proprietary open systems computer telephony (CTI) applications are available with the proposed system? Also, are there any additional charges for CTI capabilities?

Response:

9.7.12.6 What Telephony Application Programming Interface (TAPI) and TAPT.WAV applications do you support or currently offer?

Response:

9.7.12.7 Does the system have the ability to provide real-time upgrades of services and add new features via key-code access?

Response:

9.7.12.8 Does the system have multiple language support? If so, what languages are supported?

Response:

9.7.12.9 Describe the delivery of updated manuals, documentation, quick-guides and labels. Is there a charge for additional or updated manuals?

Response:

9.7.13 Station Hardware:

9.7.13.1 Provide a description of each telephone available with the proposed system, including SIP compliant hardware. Will any vendor's SIP-compliant phone work with your system? Please list those vendors.

Response:

9.7.13.2 Do you offer a soft phone? If yes, please respond in detail to questions 9.7.13.3 through 9.7.13.12.

Response:

9.7.13.3 Provide a general description of the IP soft phone and its features and capabilities.

Response:

9.7.13.4 What PC operating system is required for the IP soft phone?

Response:

9.7.13.5 What are the PC requirements for the IP soft phone?

Response:

9.7.13.6 What standards are supported by the IP soft phone?

Response:

9.7.13.7 Does the IP soft phone support Microsoft LiveMeeting, MS Exchange Communications Server and/or Outlook?

Response:

9.7.13.8 Is a physical IP phone required in addition to the IP soft phone?

Response:

9.7.13.9 Can the user set up conference calls by dragging and dropping the participants from a list on their display or from a directory? Can the user place a call by dragging and dropping the party to be called from a directory? Is conference bridging is required.

Response:

9.7.13.10 Is the graphical user interface configurable by the user? Describe which features can be customized.

Response:

9.7.13.11 Does the IP soft phone include an integrated help function?

Response:

9.7.13.12 Does the IP soft phone maintain a call history log (separate from the system CDR)?

Response:

9.7.13.13 Are shared extensions supported on the phones? Explain how these work in a call coverage application.

Response:

9.7.13.14 Describe all methods for forwarding calls to cover positions, Voice Mail, call forwarding and Auto Attendant. Identify how many cover points can be included in the call forwarding, hunting or cover path.

Response:

9.7.13.15 Describe the proposed systems speed dialing capabilities.

Response:

9.7.13.16 Identify any of your systems telephone sets that require local power. Is power required locally at the station? Please specify the power requirements for each type of sets and if they require local or closet power. If power is lost (for any telephone type), is the telephone set completely disabled or, is support services such as LCD/LED devices disabled?

Response:

9.7.13.17 Are headsets available for all phones?

Response:

9.7.13.18 Does your station equipment provide the following features?

FEATURE	YES	NO	OPTIONAL
Audio Volume Adjust			
Auto Echo Cancellation			
Call Forward Busy			
Call Forward No Answer			
Call Forward All Calls			
Call Hold / Release			
Call Park / Pickup			
Call Transfer			
Call Waiting			
Calling Line ID Line and Name			
Caller Line Identifier Restrict			
Class of Service Override			
Conference			
Do not disturb			
Hands Free Mode			
Last Number Redial			
Multiple Calls Per Line Appearance			
Multiple Line Appearances			
Off site notification (call, email, pager)			
Online Directory via display and web			
Ringer Tone Options			
Ringer Volume Adjust			

Shared Extensions on Multiple Phones			
Single Button Voicemail Retrieve			
Speakerphone Mute			
Soft Labels			
Speakerphone Full Duplex			
Speed Dial (Auto-Dial)			
Telephone Label Printer Capability			
Transfer to Voicemail			

9.7.14 System/Station features:

For the following features, use the table to indicate their availability. Note if any of these features are optional or result in additional charges.

FEATURE	YES	NO	OPTIONAL
Answer/Answer Release			
Attendant Console			
Audio Volume Adjust			
Auto Echo Cancellation			
Automated Call-by-call Bandwidth Selection			
Automated Phone Installation Configuration			
Automatic Phone Moves			
Call Detail Records			
Call detail archiving			
Call forwarding (Off Premise)			
Call forwarding (Ring and/or No Answer)			
Call Hold / Release			
Call Park / Pickup			
Call Transfer			
Call Waiting			
Calling Line ID Line and Name			
Class of Service			
Conference			
Direct Inward Dialing			
Direct Outward Dialing (DOD)			
Distinctive Ringing (internal vs. external call)			
Distinctive Station Ringing Pitch			
Event Logging and Reports			
Event Viewer Interface			
Ground start trunks			
H.323			
IP Phones set IP TOS			
IP-based Integrated Messaging			
Loop start trunks			
Multiple Calls Per Line Appearance			
Multiple Line Appearances			
Music on Hold			
PRI/BRI Protocol Support ()			
Privacy (prevent barge in on bridged extension)			

Redundant Call Managers			
Remote Process Control			
Ringer Pitch Adjust			
Ringer Volume Adjust			
Shared Extensions on Multiple Phones			
Speakerphone Mute			
Speed Dial (Auto-Dial)			
TAPI/TAPI.WAV			
Toll and Nuisance Number (e.g., 900, 976, 970, 550, 540 exchanges) Restriction			
TTY			
Visual Message Displays (All digital telephones) (name, extension, etc.)			
Web Administration			
Web Documentation			

9.7.15 System Administration Requirements:

Describe the system administration tool(s) available to meet the following requirements.

9.7.15.1 Is the system administration application accessible from any workstation on the LAN /WAN?

Response:

9.7.15.2 Is the system administration application accessed through a standard web browser? Can it run on any Windows XP/Vista client?

Response:

9.7.15.3 Can moves and changes be “batched”? i.e. can block copy changes be made to members of a class of service or telephone group simultaneously?

Response:

9.7.15.4 Can administration of multiple remote sites be done through a single, centralized workstation? Is there any limit to how many management workstations are supported?

Response:

9.7.15.5 How is security provided to prevent unauthorized access to the administration application?

Response:

9.7.15.6 Are there different levels of access that can be granted to multiple administrator/operators? Describe the access levels and the features and configuration parameters to which the different levels have access.

Response:

- 9.7.15.7 Explain how the administrator would reload the database if they needed to restore a previous configuration? Does the system support an automatic backup of the database?

Response:

- 9.7.15.8 Is there a limit to the number of administrators that can be logged on to the system at one time?

Response:

- 9.7.15.9 Does the administrative application system have an alternate form of access if the primary access is unavailable?

Response:

- 9.7.15.10 Does the administrative application have on-line help? If yes, describe.

Response:

- 9.7.15.11 Describe the process for discovering and assigning extensions to line cards (analog, digital), phones, devices etc.

Response:

9.7.16 System Monitoring and Diagnostics:

- 9.7.16.1 What diagnostic tools are available? Does the system have an event log? What diagnostic reports are available to aid in isolating faults? Can diagnostics be remotely accessed? Are the systems diagnostic tools SNMP compliant?

Response:

- 9.7.16.2 What remote diagnostics are available? Can administrators see and access any alarms or alerts on the system from remote terminals?

Response:

- 9.7.16.3 For each of the following system monitoring items listed below, respond with a “Yes” if the proposed system monitoring reports can support this feature. If the answer is “Partly Yes”, then define exactly what is supported and what is not supported, and when you expect the system or vendor management software to be able to support this feature. If the answer is “No”, then state when you expect the system to be able to support this feature.

Feature	YES	NO	Availability Date
Status Trunking			
Real-time Traffic Monitoring			
Status of Network Devices			
Status of all PBX Components			
Network Capacity Reports			
Network Inventory Report			
Location/name/extension of phone			
Network QOS Management			
Real Time Alerts			

9.7.16.4 Describe the system alarms and alarm notification available from the system, and please describe the details that are available via SNMP.

Response:

9.7.17 System Reporting and Call Detail Reporting:

9.7.17.1 Call Detail Reporting is a required component for the communications system. Describe how system CDR reporting is configured. How are these records accessed?

Response:

9.7.17.2 What is the format of the CDR records? Can the data be exported to an external application for analysis? How are CDR records accessed?

Response:

9.7.17.3 Can access be granted for a user to only be able to view or download the CDR records?

Response:

9.7.17.4 Do you recommend any third-party CDR billing vendors?

Response:

9.7.17.5 Can the CDR records be archived? What is the mechanism and format for archival?

Response:

9.7.18 Voice Mail and Unified Messaging System Specifications - Voice Messaging System Description:

9.7.18.1 Describe in detail your voice messaging product offering. Include an overview of the hardware, software, architecture, and components of the equipment proposed to meet DISTRICT's requirements.

Response:

9.7.19 Voice Mail and Unified Messaging System Specifications - Voice Mail System Specifications

9.7.19.1 The District currently uses 25 voice mail ports for the current system. The District prefers at least 32 ports and expandability beyond that. How many ports are proposed to support DISTRICT's voice mail system? If additional ports are required in the future, how are these added? Explain how the system scales beyond the number of proposed ports.

Response:

9.7.19.2 Are voice messages stored in an industry standard format? How many Mbytes of disk space are required for each hour of voice storage?

Response:

9.7.19.3 Is voice mail integrated into the switch? If not then what operating system does the voice mail system use?

Response:

9.7.19.4 Is Voicemail stored locally (at each location) or centrally?

Response:

9.7. 19.5 Does the voice mail system support AMIS-A and/or VPIM for networking?

Response:

9.7. 19.6 Once a voice mail is left, can it be forwarded to another user? Can the user append comments before forwarding the message to another user? Explain how this works.

Response:

9.7.19.7 Is the voice mail system remotely accessible? Can the system be accessed from a standard touch-tone phone? Are other types of client devices supported? Can the system be accessed through MAPI or IMAP, or any another means? Does the system integrate with Microsoft Exchange (2003 and 2007) or Microsoft Communications Server?

Response:

- 9.7.19.8 Specify if the ports on the proposed system are used in one direction or used for both incoming and outgoing calls. Can this be programmed under system operator control?

Response:

- 9.7.19.9 The District currently uses analog and digital circuits to support its telephony equipment. Typically, a middle school has 6-12 analog lines and a high school has 12-20 lines (both analog and digital). Does the proposed system use analog and/or digital interfaces? If analog, include in your proposal the specific interface card required for the IP Communication system. If proposed ports are digital, provide all specifications that the telephone system must meet for proper operation.

Response:

9.7.20 Voice Mail System – System Features:

- 9.7.20.1 What is the voice digitization technique and voice digitization rate used for recording users' speech?

Response:

- 9.7.20.2 Indicate the maximum capacity for a particular voice mailbox. Indicate whether or not this is configurable by class of service.

Response:

- 9.7.20.3 What is the longest message that can be recorded by a caller?

Response:

- 9.7.20.4 What is the maximum total number of minutes of messages that can be stored in a single voice mailbox?

Response:

- 9.7.20.5 Can system prompts be interrupted by experienced users? In other words, is there a "fast path" for users? Can system prompts be repeated?

Response:

- 9.7.20.6 If a caller does not know a particular subscriber's extension number, can they "look up" the subscriber by "spelling" the name via touch tone input? Explain how the system would resolve the situation where one name has multiple entries (e.g., "Jones")?

Response:

9.7.20.7 Does the voice mail system support a "zero out" to the attendant feature? Is this feature configurable? Can the "zero out" destination be a station rather than the attendant? If the "zero out" destination is busy, or rings unanswered, will the call be re-directed?

Response:

9.7.20.8 Describe the voice mail systems capabilities with regard to the following security features.

Response:

9.7.20.8.1 Users should be required to enter a password to access their voice mailbox. What is the minimum and maximum password length? How is this configured? Can it be different for different classes of users?

Response:

9.7.20.8.2 Does the system track failed password entries in a single session? Does the system automatically disconnect the caller after a configurable number of failed attempts?

Response:

9.7.20.8.3 Does the system require a system administrator password?

Response:

9.7.21 Voice Mail System – User Features:

Can system subscribers conduct the following actions:

9.7.21.1 Pause and replay messages

Response:

9.7.21.2 Record messages, send and mark "urgent", "private", etc.

Response:

9.7.21.3 Transfer messages to other users and append them with their own comments

Response:

9.7.21.4 Create their own distribution lists

Response:

9.7.21.5 Edit / Modify their own distribution lists

Response:

9.7.21.6 Dial internally by name / company directory

Response:

9.7.21.7 Obtain user instruction through system prompts

Response:

9.7.21.8 Record personal greetings. How many different ones can they have?

Response:

9.7.21.9 Allow users to modify their own passwords.

Response:

9.7.22 Voice Mail System – System Administration:

9.7.22.1 Is system administration done through a standard web-enabled GUI? If so, which browser does the administrative application support?

Response:

9.7.22.2 The system administrator should be able to perform the following actions:

9.7.22.2.1 Add or modify a class of service. State what user permissions or characteristics within a class of service can be created or modified.

Response:

9.7.22.2.2 Set the minimum and maximum password length for a user.

Response:

9.7.22.2.3 Set the maximum length of voice messages.

Response:

9.7.22.2.4 Assign default passwords for users, and reset passwords for users that have been locked out of their mailboxes.

Response:

9.7.22.2.5 Set the "disk space remaining" warning level.

Response:

9.7.22.2.6 Add, delete, or modify a user.

Response:

9.8 Pricing:

Provide a quote for the following configurations. Note that we are seeking pricing for both NBX and VCX architectures, so please provide pricing details on configurations with both technologies for the following environments:

9.8.1 Typical Elementary School:

- 3Com NBX and VCX system with redundant power and redundant drives
- 75 3Com 3102 telephones with full duplex speaker and mic., or comparable
- 6-24 port Ethernet Power Source, 802.3af compatible
- 3 3107 cordless phones or comparable
- Voice Mail and Auto Attendant to support –100 users.
- Digital line card to support standards based T1 E&M and T1-PRI / BRI interfaces.
- 4 analog line cards to support 16 loop start trunks
- 2 4 port terminal line cards for Analog devices such as café bells, Bogen System, ETC.
- 6 Analog terminal adaptors to support various single line devices such as TTY's
- IP on the Fly for inter-district trunking via our internal I/P network
- 12 VTL ports for inter-district trunking via our internal I/P network

1 Attendant console
Installation as described in section 9.7.1
End user Training as described in section 9.7.3
3 Yr maintenance on NBX or VCX chassis, call processor and cards, 5x8 overnight parts replacement.

9.8.2 Typical Middle School:

3Com NBX and VCX system with redundant power and redundant drives
120 3Com 3102 telephones with full duplex speaker and mic., or comparable
8-24 port Ethernet Power Source, 802.3af compatible
6 3107 cordless phones or comparable
Voice Mail and Auto Attendant to support –150-175 users.
Digital line card to support standards based T1 E&M and T1-PRI / BRI interfaces.
4 analog line cards to support 16 loop start trunks
2 4 port terminal line cards for Analog devices such as café bells, Bogen System, ETC.
6 Analog terminal adaptors to support various single line devices such as TTY's
IP on the Fly for inter-district trunking via our internal I/P network
12 VTL ports for inter-district trunking via our internal I/P network
1 Attendant console
Installation as described in section 9.7.1
End user Training as described in section 9.7.3
3 Yr maintenance on NBX or VCX chassis, call processor and cards, 5x8 overnight parts replacement.

9.8.3 Typical High School:

3Com NBX and VCX system with redundant power and redundant drives
300 3Com 3102 telephones with Full Duplex speaker and mic., or comparable
16-24 port Ethernet power source, 802.3af compatible
6 3107 cordless phones, or comparable
Voice Mail and Auto Attendant to support 350 users.
Digital line card to support standards based T1 E&M and T1-PRI / BRI interfaces.
6 Analog line cards to support 24 loop start analog lines.
8 Analog terminal adaptors to support various single line devices such as TTY's
4 4 port terminal line cards for Analog devices such as café bells, Bogen System, ETC.
IP on the Fly for inter-district trunking via our internal I/P network
20 VTL ports for inter-district trunking via our internal I/P network
1 Attendant console
Installation as described in section 9.7.1
End user Training as described in section 9.7.3
3 Yr maintenance on NBX or VCX chassis, call processor and cards, 5x8 overnight parts replacement.

9.8.4 Instructional Center:

3Com NBX and VCX system with redundant power and redundant drives
Voice Mail and Auto Attendant to support 400 users.
400 3Com 3102 telephones with Full Duplex speaker and mic., or comparable
12 3107 cordless phones, or comparable
2 Digital line card to support standards based T1 E&M and T1-PRI / BRI interfaces
32 24 – port Ethernet power sources.
Voice Mail and Auto Attendant to support 450-500 users.
6 analog line cards to support 24 loop start trunks
IP on the Fly for inter-district trunking via our internal I/P network
32 VTL ports for inter-district trunking via our internal I/P network

- 8 4 port terminal line cards for Analog devices such as café bells, Bogen System, ETC.
- 24 Analog terminal adaptors to support various single line devices such as TTY's
- Installation as described in section 9.7.2
- 2 Analog terminal cards to support various single line devices such as TTY's
- 3 Yr maintenance on NBX or VCX chassis, call processor and cards, 5x8 overnight parts replacement

9.8.5 Secondary Site:

- 3Com NBX and VCX system with redundant power and redundant drives
- 40 3Com 3102 telephones with full duplex speaker and mic., or comparable
- 2-24 port Ethernet Power Source, 802.3af compatible
- 3Com NBX and VCX system with redundant power and redundant drives
- 2 3107 cordless phones, or comparable
- Voice Mail and Auto Attendant to support –50 users.
- 2 analog line cards to support 8 loop start trunks
- 3 Analog terminal adaptors to support various single line devices such as TTY's
- IP on the Fly for inter-district trunking via our internal I/P network
- 6 VTL ports for inter-district trunking via our internal I/P network
- 1 Analog terminal cards to support various single line devices such as TTY's
- 1 Attendant console
- Installation as described in section 9.7.1
- End user Training as described in section 9.7.3
- 3 Yr maintenance on NBX or VCX chassis, call processor and cards, 5x8 overnight parts replacement.

9.8.4 PRICING OF SERVICES:

Clearly describe and list the cost of all services, software, hardware, supplies, training, travel, any other expenses, deduction for trade in of existing equipment, and all required or recommended maintenance and support costs associated with the proposed solution for it's projected lifetime. All fees and charges should be included in the prices/rates in this Section. However, if the proposer anticipates any extraordinary charges, they must also be detailed in this section.

9.9 Additional Data:

Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. If there is no additional information to present, state in this section "There is no additional information that we wish to present."

10.0 CANCELLATION OF AWARD/TERMINATION:

- 10.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.
- 10.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 90 days prior written notice to the other party. 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 proposer(s) that amount of the contract actually implemented, tested and accepted to the date of termination.
- 10.3 The awardee(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

10.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

11 **DEFAULT:**

11.1 In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

12 **LEGAL REQUIREMENTS:**

12.1 It shall be the responsibility of the contractor to be knowledgeable of all 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 proposer(s) will in no way be a cause for relief from responsibility.

12.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

13.0 **CONFLICT OF INTEREST:**

13.1 All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

14.0 **INSURANCE REQUIREMENTS:**

14.1 Proof of the following insurance will be furnished by the awarded bidders to the School District of Martin County by Certificate of Insurance. **THE SCHOOL DISTRICT OF MARTIN COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE SCHOOL DISTRICT.**

14.2 Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Martin County School District's Purchasing Department that originated the contract, and approved 30 days prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

14.3 Thirty days written notice must be provided to the Martin County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

14.4 The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department, but in any event at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

A. **WORKERS' COMPENSATION:** Proposer(s) must comply with FS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. **COMPREHENSIVE GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy.

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

- D. **PROFESSIONAL LIABILITY:** The awarded bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000.00 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the Martin County School District and each officer, agent and employee of the Martin County School District against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

This policy must be continued or tail coverage provided for two years after completion of the project.

15.0 **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:**

15.1 Awarded proposers shall, in addition to any other obligation to indemnify the Martin County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there 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, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

15.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

15.3 Any costs or expenses, including attorney's fees, incurred by the Martin County School District to enforce this agreement shall be borne by the contractor.

15.4 Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS 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. This article will survive the termination of this contract.

16.0 **PUBLIC RECORDS LAW:**

16.1 All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

17.0 **PERMITS AND LICENSES:**

17.1 The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

18.0 **INTELLECTUAL PROPERTY RIGHTS:**

18.1 The proposer(s) 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 contract, including its use by the District. If the proposer(s) 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 of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School District.

19.0 **SUB-CONTRACTS:**

19.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

19.2 The proposer(s) will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees.

19.3 After award of contract, any changes in subcontractors or sub proposers requires prior School District written approval.

20.0 **INDULGENCE:**

20.1 Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

21.0 **FINGERPRINTING**

Awarded bidder will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of the awarded bidder and all of its employees who provide services under this contract. Awarded bidder shall contact the District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the awarded bidder providing any services. The awarded bidder will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded bidder and its employees. Awarded bidder will provide District with a list of its employees. Awarded bidder will update these lists in

the event that any new employees are added and awarded bidder agrees that new employees shall be fingerprinted. Awarded bidder agrees that in the event any employee is convicted of a criminal offense, the awarded bidder will notify the District within forty-eight (48) hours.

The parties agree in the event that the awarded bidder fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded bidder agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from awarded bidder's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

22.0 PROPOSERS MAILING ADDRESS:

22.1 It is the responsibility of every proposer to register and maintain their current registration information. Proposers that have received the RFP from DemandStar.com must maintain their information on the DemandStar database. Proposers that have received the RFP documents from the Martin County School District Purchasing Department and have not subscribed to the DemandStar service must maintain their current registration information with the Purchasing Department. The information used by the Purchasing Department is maintained at <http://www.demandstar.com>. DemandStar will be used to make notice of RFPs and other information to proposers. To check your current registration information log on to <http://www.demandstar.com>. You may also change/update/revise your mailing address and commodity information on that web site.

22.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION:

22.1 The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime proposers, and sub-proposers in contracting opportunities.

23.0 PUBLIC ENTITY CRIMES:

23.1 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/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

23.2 The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

24.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

24.1 This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School District.

24.2 The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School District.

25.0 AGREEMENT:

25.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, negotiated term, agreement if applicable, and the corresponding purchase order will

constitute the complete agreement between proposer and the District. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

26.0 **JOINT PROPOSAL:**

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

ATTACHMENT A

DEFINITIONS

1. **BID** means a formal price offer by vendor to the buyer to furnish specific goods and/or services in response to an Invitation for Bids, Request for Quotation, or a multi-step bidding procedure.
2. **CONTRACT** means (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.
3. **CONTRACTOR** means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
4. **DISTRICT** means the Martin County School District, its individual and collective departments, managers, staff, and facilities.
5. **MINORITY** means an individual who is a citizen or lawful permanent resident of the United States who is:
 - A. A "**Black American**", a person having origins in any of the Black racial groups of Africa.
 - B. A "**Hispanic American**", a person of Spanish or Portuguese culture with origins in Mexico, Central or South America, or the Caribbean, regardless of race.
 - C. An "**Asian American**", a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.
 - D. A "**Native American**", a person who is a member of, or is eligible to be a member of, a federally recognized Indian tribe. A "federally recognized Indian tribe" means an Indian tribe, band, nation, rancheria, pueblo, colony, or other organized group or community, including any Alaska native village, which recognized by the Secretary of the Interior on October 1, 1985, as having special rights and is recognized as eligible for the services provided by the United States to Indians because of their status as Indians, and any tribe that has a pending application for federal recognition on October 1, 1985, as having special rights and is recognized as eligible for the services provided by the United States to Indians because of their status as Indians, and any tribe that has a pending application for federal recognition on October 1, 1985.
 - E. A "**physically disabled person**" a person who has a physical impairment, defect, disease, ailment or disability of a permanent nature which in any way limits the type of employment for which the person would otherwise be qualified.
6. **M/WBE** means a minority owned business enterprise or a women owned business enterprise or a combination minority and women business enterprise.
7. **OWNED**, for the purposes of determining whether a business is a minority or woman business enterprise, shall mean that the minorities or woman, as the context requires, shall possess an ownership interest of a minimum of 51%.
8. **PRE-BID OR PRE-PROPOSAL CONFERENCE** means a meeting held prior to the date of bid or proposal submittal, which disseminates to all bidders or proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the M/WBE requirements of the School District.
9. **PROCUREMENT** means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Department of Purchasing pursuant to District and Department of Education requirements.
10. **REQUEST FOR PROPOSAL (RFP)** means a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may or may not be totally limited to price.
11. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.
12. **RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with any M/WBE requirements contained within the solicitation.
13. **SUBCONTRACTOR** means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the Martin County School District, except persons providing goods to a prime contractor whose contract with the District is for the provision of materials, equipment, or supplies.
14. **VENDOR** means an actual or potential supplier of goods and/or services.

ATTACHMENT B

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement effects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

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

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

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

ATTACHMENT C

STATEMENT OF NO RESPONSE

If you are not bidding on this service/commodity, please complete and return this form to: **Purchasing Department, School District of Martin County, 2845 SE Dixie Hwy, Stuart, FL 34997.** (Please print or type, except signature)

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

(9 Digit Please)

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to respond to our proposal No. 5003-0-2008/JC

For EXTERNAL INDEPENDENT AUDITING SERVICES because of the following reasons:

_____ We do not offer this service or the equivalent.

_____ Insufficient time to respond to the RFP.

_____ Remove our name from this bid list only.

_____ Our schedule would not permit us to perform.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____

DATE: _____