

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL (RFP)**

**REQUIRED RESPONSE FORM**

07C-003D

DATE: November 10, 2006

TITLE: RFP FOR WIRELESS COMMUNICATION SERVICES

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on Friday, December 8, 2006, and plainly marked RFP-07C-003D. 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 proposer 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 40 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name): \_\_\_\_\_

STREETADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PERSON'S ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ INTERNET URL: \_\_\_\_\_

PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN) \_\_\_\_\_

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

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SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA  
REQUEST FOR PROPOSAL FOR WIRELESS COMMUNICATION SERVICES

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- C. Drug-Free Workplace Certification
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**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**REQUEST FOR PROPOSAL FOR  
WIRELESS COMMUNICATION SERVICES**

**1.0 INTRODUCTION**

- 1.1 This is a Request for Proposal (RFP) for WIRELESS COMMUNICATION SERVICES for the School District of Palm Beach County, Florida (the District). The District is seeking a National firm, with international capabilities and a local presence, who can provide wireless services for cellular phones, push to talk radio technology, handheld devices such as smartphones and wireless PDAs, and broadband cards. The awarded firm(s) must be the primary provider(s), and not resellers.
- 1.2 The District currently possesses approximately over 1000 units, which includes approximately 430 cellular phones/cellular with push to talk, 370 Blackberry and 200 push to talk only users throughout the system on a corporate level. The District's approximate monthly wireless communications usage consists of 300,000 cellular minutes, 135,000 push to talk minutes, 2900 text messages, and 488,000 Kbytes of email messages via Blackberry devices. This information is being provided for informational purposes only and is not a guarantee of future or ongoing demand. The District intends to standardize the wireless communications program with the provider(s) that would best meet the needs of the District.
- 1.3 The District is the 11<sup>th</sup> largest school district in the country, the fifth largest in Florida and serves over 170,000 students. In addition, there are currently over 23,000 employees.
- 1.4 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.
- 1.5 Document files may be examined, during normal working hours; ten days after proposals have been opened.

**2.0 INSTRUCTIONS TO PROPOSER**

E-Rate Requirements: Vendor Requirements / Reasons for Disqualification:

- 2.1 Must be a telecommunications carrier, that is, one who provides Telecommunications on a common carriage basis.
- 2.2 Must be registered as a telecommunications provider with Schools and Libraries Division (SLD).
- 2.3 Must provide Service Provider Identification Number (SPIN) with proposal.
- 2.4 Must provide copy of your firm's latest Service Provider Annual Certification (SPAC) with proposal.
- 2.5 Must maintain SPAC throughout the term of this contract.
- 2.6 Must be able to segregate E-Rate eligible vs. non-E-Rate eligible costs and services in the proposal.

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E-Rate Invoicing:

- 2.7 Proposer agrees to segregate E-Rate eligible and ineligible services on master invoices.
- 2.8 The District will use the Form 472/BEAR method of invoicing.

E-Rate Application Assistance:

- 2.9 Proposer agrees to assist, in a timely fashion, the District with information necessary for completion of the E-Rate Item 21 Attachments, as well as information requested by the Program Integrity Universal Service Administration Company (USAC) as they review the District's E-Rate application.
- 2.10 All proposals must be received no later than **2:00 PM E.S.T., on December 8, 2006**. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Fulton Holland Educational Services Center, Department of Purchasing, Suite A-323, 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.
- 2.11 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s) after the RFP posting period has expired.
- 2.12 One manually signed original and EIGHT (8) photocopies of the proposal must be sealed in one package and clearly labeled "**REQUEST FOR PROPOSAL FOR WIRELESS COMMUNICATION SERVICES**", on the outside of the package. The legal name, address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package.
- 2.13 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- 2.14 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.15 Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(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 work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.16 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.
- 2.17 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 90 days, to provide the District with the services specified in the proposal.
- 2.18 DELIVERY OF RFPS: When hand delivering your RFP, bidders must follow the School District's security access procedures. The procedures are as follows:



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- A. Park in visitors' parking area.
- B. Enter building through the front door.
- C. Proceed to the Purchasing Department located in Third Floor, A-Wing, Room A-323.
- D. Present RFP to Purchasing Department receptionist for official date/time stamping.

**PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR RFP TO THE PURCHASING DEPARTMENT RECEPTIONIST, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.**

**3.0 TIME SCHEDULE**

- 3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s). Based upon the timelines of this RFP, responders will need to be prepared to present, and answer questions for the Evaluation Committee on December 14, 2006, 9 AM to 5 PM EST at the Safe Schools building at Don Estridge High Tech Middle School, 1798 NW Spanish River Blvd., Boca Raton, FL 33431.

November 10, 2006	Advertisement and Post RFP on the E-Rate 470 Form
November 16, 2006	All written questions and inquiries are due by 5:00 PM EST
December 8, 2006	Proposals due no later than 2:00 PM EST
December 14, 2006	* Evaluation Committee Meeting with Oral Presentations and Final Scoring – 9:00am to 5:00pm EST on December 14, 2006
December 15, 2006	Posting of Recommendation.
January, 2007	Recommend proposer(s) to the School Board for approval Board date to be determined.

\* This is an open, public meeting.

- 3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail, e-mail or fax.
- 3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

**4.0 AWARD**

- 4.1 The District reserves the right to accept or reject any or all proposals.
- 4.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- 4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.
- 4.4 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- 4.5 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 or award to multiple proposers.
- 4.6 The Evaluation Committee will determine, based upon the results of the preliminary

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cumulative score, the company or companies that will be asked to participate in the oral presentations. Based upon the outcome of the oral presentation the Evaluation Committee will provide a final ranking. If more than one company is selected, then the Evaluation Committee will rank the companies by priority. The lowest number of cumulative points will determine the highest ranked company. The Evaluation Committee may recommend to the School Board of Palm Beach County, Florida, multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.

- 4.7 The District reserves the right to further negotiate any section of the 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 proposer or subsequent proposers until an agreement is reached.

**5.0 TERM OF CONTRACT / RENEWAL**

- 5.1 The term of this contract shall be for three years from the date of award. If needed, the contract will be extended 120 days beyond the contract expiration date. The awardee will be notified when the Board has acted upon the recommendation.

The District's discount percentage for service and equipment can never be less than the awarded proposal(s). Any additional offerings of educational discounts will be considered. The District reserves the right to choose the most cost effective solution and update it as it sees fit during the life of the contract. This will be based upon the District's review of service usage, once the contract has been awarded to the selected provider(s). The awardee agrees to this condition by signing their proposal.

**6.0 RFP INQUIRIES**

- 6.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, on November 16, 2006. Questions received in writing by the time and date specified will be answered in writing. Dick Hardman is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Dick Hardman nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

Send all inquiries to attention:

Dick Hardman, Purchasing Agent  
Purchasing Department  
School District of Palm Beach County  
3300 Forest Hill Boulevard  
West Palm Beach, FL 33406  
(561) 434-8209 FAX (561) 963-3823  
hardman@palmbeach.k12.fl.us

- 6.2 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.
- 6.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.

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- 6.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 6.5 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.

**7.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT**

- 7.1 The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the RFP or within three days of request. See ATTACHMENT F.

**8.0 LOBBYING**

- 8.1 PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL, CONSULTANTS OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE PURCHASING DEPARTMENT RECEPTION CENTER. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.
- 8.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THIS CONTRACT.
- 8.3 ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.
- 8.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

**9.0 SCOPE OF SERVICES**

**9.1 Wireless Communication Services**

The District will require:

- 9.1.1 **Wireless Telephone Service minutes** - The District is seeking a plan that allows users to share a pool of minutes. All plans should include the following calling

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features: Call waiting, call forwarding, caller ID, emergency calling (911), three-way calling, long distance, text messaging, and voice mail.

- 9.1.2 **International minutes** – the ability to activate International calling, on a limited user basis, as needed and approved by selected District personnel.
- 9.1.3 **Push to Talk minutes** – the ability of Push to Talk only plans, as well as Push to Talk options for Wireless Telephone Service plans. Can you provide a detail report of calls made with this feature? Include your ability to provide cross fleet communications at the present or in the future in your proposal.
- 9.1.4 **Wireless Internet Access Services**- including E-mail, and data transfers.
- 9.1.5 **Other Digital Transmission Services** - Include options for connectivity to wireless modems and for GPS tracking of school buses, etc. Also, include availability of real time monitoring and security roles associated with this function.
- 9.1.6 **District and Network Calling** – Include options for calls made within the District's user group (i.e. employee to employee) or mobile to mobile inside your network.

### 9.2 Equipment

- 9.2.1 **New Equipment** - Include pricing and feature guides for wireless telephones, personal communication devices, broadband devices, batteries and accessories. Include any hardened/rugged phone options. Note: chargers, belt clip or case, and earbud/hands-free accessories should be included in all phone based equipment offerings. All equipment should be of the latest technology and not end of life offerings.
- 9.2.2 **Equipment Recycling** - Identify any environmentally friendly equipment disposal/recycling programs your firm can provide for District owned end of life equipment. Describe how information stored on the device would be removed. Identify any funds that can be recouped to the District for used equipment. Does your company offer old equipment to non-profit organizations?

### 9.3 Pricing

- 9.3.1 **Price** - The District stipulates that District pricing, during the terms of this contract, be equal to or lower than any advertised specials made to the public during the terms of this contract. The cellular service must include full coverage through Martin, Palm Beach and Broward Counties.
- 9.3.2 **Package Pricing Worksheets** - The proposer must complete each pricing worksheet attached. There is a separate worksheet for cellular only, cellular with push to talk, push to talk only, and PDAs. Forms include call features, pricing and specific phone offerings and options. Copy and attach additional forms if necessary.
- 9.3.3 **Equipment Worksheet** – The proposer must complete the attached worksheet for all equipment being offered. Copy and attach additional forms if necessary.

#### 9.4 **Billing and Payment**

- 9.4.1 **District & Department Detail** – Billing must be summarized by District and subcategorized by department and then by individual for proper payment.
- 9.4.2 **Call Detail Invoicing** - Each number must have all call detail for the specific period of time that includes incoming/outgoing calls, long distance, directory assistance, data/email services, text messaging and other services. Also include peak, off-peak, weekend and mobile to mobile information. Does your system have the ability to identify the specific numbers called and received?
- 9.4.3 **E-Rate Eligible Services** – The District will be applying for E-Rate therefore the vendor will be required to segregate E-Rate eligible line items for all invoices and follow the USAC guidelines on how to bill and/or provide discount for the eligible services. Vendors who can not comply with these requirements should not respond to this RFP.
- 9.4.4 **Equipment Invoices** – All invoices for equipment must be billed separately and categorized by school/department and user and be submitted to the Accounts Payable Department. A packing slip must accompany all equipment purchases.
- 9.4.5 **Printed Invoices** – The District will require a master paper invoice containing a summary of all accounts, names and numbers, plus a separate paper invoice broken down by department with individual call detail on separate pages for each user and billing period. All billing will be submitted to the Accounts Payable Department.
- 9.4.6 **Digital Invoices** – The District requires a digital CD/DVD breakdown per billing period for payment processing that contains data field structures compatible with our Accounts Payable system. This would contain all call detail, account information and reporting.
- 9.4.7 **Invoice Submittal** – Payment will only be made for correct invoices. Incorrect invoices will be returned to the vendor for correction prior to processing and additional fees will not be charged to the District. The District will not process statements.
- 9.4.8 **Web Based Call Detail** – Do you have the ability for each subscriber to view their individual call detail on the web? Please describe.

#### 9.5 **Support Services**

- 9.5.1 **Local Service** - The District requires local reseller or certified center for new equipment and repair service. Who is your local service dealer to provide this? Include service hours.
- 9.5.2 **Account Representative** - The District will require dedicated representative(s) for information, billing and customer service issues. Include a hierarchy of staff names, numbers and email addresses for resolving these issues. Include support hours.

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- 9.5.3 **Repair** - Will a loaner phone be provided if repairs are being held for service? Does your firm offer a pickup and delivery service at School District locations for phones and supplies being purchased or repaired? Include any fees.
- 9.5.4 **Replacement** - What type of replacement program does your organization offer for lost or damaged phones? What provision does your firm provide to maintain and upgrade cellular phones with technology over the term of the contract?
- 9.5.5 **Training** - During the initial rollout of new devices, and from time to time as additional devices are purchased, the District will need end user training on the equipment. Indicate what training your company can and will provide.

**9.6 Management and Planning Services**

- 9.6.1 **Wireless Management** – The District requires the capability to review reports and manage accounts and services via a web based solution for the management team. Describe your solution.
- 9.6.2 **PDA Management** – Identify the ability for the District to manage PDA devices, account restrictions, the ability to limit the number of email accounts, and internet access options.
- 9.6.3 **Plan Review** – The District will meet with vendor representatives on an interval basis, such as quarterly, to review and or modify the plan to maintain a cost effective solution for the District.
- 9.6.4 **Network Service Review** – Describe how your firm would monitor and review the network services provided. Indicate what traffic and usage analysis would be performed, and the frequency, to ensure the best utilization and coverage for our District. Please attach samples of these reports for review. List your process for increasing service to a limited coverage area.
- 9.6.5 **Transition Plan** - Each proposer will identify a transition plan for existing corporate accounts to the selected cellular phone provider and should have the ability to port existing cellular numbers to the awardee at no cost to the District.

**9.7 Additional Information** - The District would like each proposer to address the following:

- 9.7.1 **Emergency Response:**
- Can service be prioritized during a crisis for executive level District personnel?
  - Will your firm provide emergency equipment if necessary?
  - Provide your service downtime percentages for last two (2) years and include the downtime during and after Hurricanes Frances, Jeanne and Wilma.
  - Do you take your towers down during a hurricane?
  - Provide your firm's hurricane and disaster recovery plan / procedure.
- 9.7.2 **Inside Call Quality Coverage:**
- A significant number of our cell phone users must make calls from inside school buildings which have significant concrete structures. Please describe how your proposed solution is superior to other vendors in this regard.
  - Include strategies that can be used to improve call quality in these areas and attach any studies or research to support your statements.



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- Can your firm provide a test to confirm: voice and data coverage and structural penetration with acceptable reception quality inside a sampling of District sites? How will deficiencies be resolved?
- Please provide a map of all wireless transmission towers located throughout Martin, Palm Beach and Broward Counties.

### 9.7.3 **Satisfaction Survey**

- Include a recent copy of an external customer satisfaction survey. (i.e. JD Powers, Consumer Report etc.)

### 9.7.4 **Future Technology:**

- How is your firm advancing with future technology and how can this benefit the District and our tri-county area?
- How is your firm advancing with satellite technology?
- Identify your firm's upgrade policy for new technology and how this will be rolled out to the District.

### 9.7.5 **Special Promotions**

- How can the District take advantage of your organizations special promotions during the term of this contract?

### 9.7.6 **Employee Options** (This is an optional feature and not included in the scoring for the award.)

- The District would provide an opportunity for the awarded firm(s) to market their products and services to various schools and departments throughout the District. Include any discounts currently available to employees.
- The vendor is responsible for enrollment and billing for employee's personal use on a separate basis, independent of the District account.
- The District will not be responsible for assistance in collection of these accounts.

### 9.7.7 **Other Information**

- Submit any other pertinent information your firm can provide that may enhance the cellular phone program for the District.

## **10.0 EVALUATION COMMITTEE MEETING**

As stated in Section 3.1 and Section 13.0 a committee will be convened on December 14, 2006 @ 9 AM EST at the Safe Schools building at Don Estridge High Tech Middle School, 1798 NW Spanish River Blvd., Boca Raton, FL 33431, to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per F.S. 286.011, this is an open public meeting. Notification will also be posted for review by interested parties at the School District Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

## **11.0 PREPARATION AND SUBMISSION**

11.1 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 EIGHT (8) copies of the proposal be submitted with the original proposal.

11.2 Title Page: Show the RFP number, subject, name of the proposer, address, telephone



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number, email address and the date.

- 11.3 Table of Contents: Include a clear identification of the material by section and by page number.
- 11.4 Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
- 11.5 Request for Proposal: Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.
- 11.6 Experience and Qualifications of the Firm: State the experience your firm has had with implementing a wireless communication services program of similar size to the District. (i.e. number of customers, extent of provided applications, duration of contracts, size by number of users, coverage area, etc.)

Provide at least 3 references of similar sized customers. List their name, title, company name, telephone number, email address and brief description of the project.

- 11.7 Qualifications of Staff: Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experience in the area they will be serving. Include intended local representatives qualifications as part of your Staff.
- 11.8 Approach / Methodology: Describe the methods that you will use to meet the objectives outlined in the Scope of Services, Section 9.0. Include a proposed timeline for each step.

Provide any additional information which will assist the District.

- 11.9 Technical Specifications: Technical specifications for cellular services, phones, accessories and other wireless communication equipment and services must be provided as part of the proposal. Also include electronic billing information and a performance matrix for service levels. Ensure that you address your capabilities relative to all requirements listed in 9.0 Scope of Services.
- 11.10 Cost of Services: Provide all costs associated with new wireless communication service and equipment, as well as the costs to implement, administer and convert existing cellular users. In addition, provide a schedule of any additional services you may offer and their associated fees. Complete the **Cellular Package (Attachment G), Cellular and Push to Talk Package (Attachment H), Push To Talk Only Package (Attachment I), PDA Package (Attachment J) and Equipment Package (Attachment K)** pricing worksheets.
- 11.11 E-Rate Compliance: Proposer MUST be in compliance with the E-Rate program established by the Federal Communications Commission (FCC), you will need to provide a "Service Provider Identification Number" (SPIN) on the Proposal Certification page. If you have questions regarding this program, call the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) at 1-888-203-8100 or see their website at [www.sl.universalservice.org](http://www.sl.universalservice.org).
- 11.12 Minority/Women Business Participation: Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP. Proposers shall provide certification with the District, or the State of Florida, Office of Supplier Diversity, or its successors. Proposers that are District, or State of Florida Office of Supplier

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Diversity, or its successor's certified minority, women, or disadvantaged business enterprises, at the time of submittal, will be awarded a maximum of ten points. Maximum points will be awarded for 15% or greater minority participation. Points will be pro-rated for less than 15% minority participation. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 31.0 and receive participation points

Points for utilization of certified M/WBE subcontractors shall be assigned as follows:

15% and over	10 points
9% - 14%	8 points
4% - 8%	6 points
1% - 3%	4 points
0%	0 points

- 11.13 Insurance: Provide proof of your company's insurance as required in Section 22.0 of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

**12.0 ORAL PRESENTATION**

- 12.1 Following the Evaluation Committee's preliminary proposal scoring, firms who submit proposals in response to this RFP, will be required to give an oral presentation of their proposal to the Evaluation Committee, if requested, on December 14, 2006 at the Safe Schools building at Don Estridge High Tech Middle School, 1798 NW Spanish River Blvd., Boca Raton, FL 33431. This will provide an opportunity for the selected firm(s) to highlight their proposals. This is only a fact-finding and explanation session to assist staff in recommending the successful firm and does not include contract award or negotiations. The presentation is to be based upon the written proposals received. Based on the oral presentation and questions, final rankings and recommendation of award will be determined.

**13.0 PROPOSAL EVALUATION PROCESS**

- 13.1 RFPs are received and publicly opened. Only names of respondents are read at this time.
- 13.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 13.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 14.0. and rank all proposals accordingly.
- 13.4 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.
- 13.5 The Evaluation Committee or their designees reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If a mutually beneficial agreement with the first ranked proposer or all proposers being considered for award cannot be resolved, the negotiation committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached with the number of programs required to meet the needs of the District.

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- 13.6 The results of the evaluation committee is reviewed and approved by the Department Director and the Purchasing Director prior to posting the recommendation.
- 13.7 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.
- 13.8 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- 13.9 The School Board will award or reject any or all proposal(s).

**14.0 EVALUATION CRITERIA**

The Evaluation Committee shall rank all proposals received which meet the submittal requirements. The following factors will be considered in ranking the proposals received:

	<u>MAXIMUM POINTS</u>
A. <u>Experience and Qualifications of the Firm</u>	20
B. <u>Technical Requirements</u>	20
C. <u>Approach / Methodology</u>	15
D. <u>Cost of Services</u>	
1) E-Rate Eligible Costs	25
2) Other Costs	10
F. <u>Minority/Women Business Participation</u>	10
	_____
Total	100

**15.0 CANCELLATION OF AWARD/TERMINATION**

- 15.1 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. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.
- 15.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 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 performed to the date of termination.
- 15.3 The awardee(s) will have the option to terminate the contract upon written notice to the

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Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

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

### **16.0 FUNDING OUT, TERMINATION, CANCELLATION**

- 16.1 Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

- 16.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.

- 16.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this RFP for lack of appropriated funds or loss of E-rate provided funds upon the same terms and conditions as set forth in Section 15.0, Cancellation of Award / Termination.

Such prior written notice will state:

- a. That the lack of appropriated funds or loss of E-rate funds is the reason for termination, and
- b. Agreement not to replace the services being terminated with services similar to those covered in this RFP from another vendor in the succeeding funding period.

**“This written notification will thereafter release the School Board of all further obligations in any way related to such equipment covered herein”.**

- 16.4 This completed statement must be included as part of any contract submitted by the successful proposer. No contract will be considered that does not include this provision for “funding out”.

### **17.0 DEFAULT**

- 17.1 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.

### **18.0 DEBARMENT**

- 18.1 The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

### **19.0 LEGAL REQUIREMENTS**

- 19.1 It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any

## REQUEST FOR PROPOSAL NO.: 07C-003D

manner affect the items covered herein. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, with respect to any criminal arrests and convictions, and is on notice that any employees failing the employee screening under Chapter 435, Florida Statutes are precluded from providing services to the District and must be replaced. The proposer's failure to comply may result in the immediate termination of the contract at the sole discretion of the District. Lack of knowledge by the proposer(s) will in no way constitute cause for relief from responsibility.

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

### **20.0 FEDERAL AND STATE TAX**

- 20.1 The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

### **21.0 CONFLICT OF INTEREST**

- 21.1 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.

### **22.0 INSURANCE REQUIREMENTS**

- 22.1 Proof of the following insurance will be furnished by the awarded proposers/bidders to the School District of Palm Beach County by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School District.
- 22.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Palm Beach County School District's Purchasing Department, ATTN: Dick Hardman, Purchasing Agent, and approved 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.
- 22.3 Thirty days written notice must be provided to the Palm Beach County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.
- 22.4 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 respect 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 FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.



- B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

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

- C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$ 1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" 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" coverage as of the date of acquisition.

### 23.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

- 23.1 Awarded proposers/bidders shall, in addition to any other obligation to indemnify the Palm Beach 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 therefrom, 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.
- 23.2 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

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subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

23.3 This article will survive the termination of this contract.

**24.0 PUBLIC RECORDS LAW**

24.1 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.

**25.0 PERMITS AND LICENSES**

25.1 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.

**26.0 INTELLECTUAL PROPERTY RIGHTS**

26.1 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 un-patented 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.

**27.0 COST INCURRED IN RESPONDING**

27.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

**28.0 SUB-CONTRACTS**

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

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

28.3 After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

**29.0 INDULGENCE**

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



### 30.0 JOINT PROPOSAL

- 30.1 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.

### 31.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION

- 31.1 The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-Contractors in contracting opportunities.
- 31.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. **ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). ATTACHMENT A.**
- 31.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged Business Enterprises can be made to the District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>. All companies using minority, woman, or disadvantaged sub-proposers will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – **ATTACHMENT B.** This form must be submitted with all requests for payment.
- 31.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.
- 31.5 The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the Palm

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Beach County School District's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Office of Supplier Diversity the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

- 31.6 The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.
- 31.7 The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County. The District does not recognize any other certifications. If you have graduated from the certification of the District it negates State Certification. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded \$2 million annually in sales to the School District for the previous three year period.

For District certification go to <http://www.palmbeach.k12.fl.us/MWBE> website and complete the M/WBE certification application.

**32.0 CONTRACTOR BID REQUIREMENTS**

- 32.1 As part of its bid or proposal, bidder or proposer shall provide to the District list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability against its subContractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

**33.0 CONTRACT DISCLOSURE**

- 33.1 Upon the District's request, and upon the filing of a complaint against proposer pursuant to Palm Beach County School Board Policy 6.144, proposer agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subContractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within the Palm Beach County School District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by proposer for each subcontract or supply contract. Contractor agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Proposer understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

**34.0 THE JESSICA LUNDSFORD ACT**

- 34.1 All contract personnel (vendors, individuals, or entities) under contract with the Board, who are permitted access on school grounds when students are present, who may have direct contact with any student of the School District, or who may have access to or control of school funds must be fingerprinted and background checked. The Contractor agrees to

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undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the Contractor. Contractor shall not begin providing services contemplated by the Contract until Contractor receives notice of clearance by the District. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Contractor (or discontinuation of Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent or representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

**35.0 DISQUALIFYING CRIMES**

- 35.1 The proposer 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 the State of Florida or Federal Government. Further, proposer certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.
- 35.2 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 RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 35.3 The Contractor or any subContractor shall not employ any persons with multiple felonies and / or crimes against children. The Contractor must provide documented proof of efforts to comply with this requirement. The Board may declare any non-compliance or lack of diligent effort by the Contractor to comply as a breach of contract and immediately terminate the services of the Contractor.

**36.0 USE OF OTHER CONTRACTS**

- 36.1 The District reserves the right to utilize any other District contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or Florida Department of Education Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this RFP if it is in its best interest to do so.

**37.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

- 37.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or

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its power to execute such contract to any person, company, or corporation without prior written consent of the District.

- 37.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

**38.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY**

- 38.1 Possession of firearms will not be tolerated on District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 19.1.
- 38.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- 38.3 No person who has a firearm in his or her vehicle may park his or her vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.
- 38.4 If any employee of an independent Contractor or sub-Contractor is found to have brought a firearm on District property, said employee will be terminated from the Board project by the independent Contractor or sub-Contractor. If the sub-Contractor fails to terminate said employee, the sub-Contractor's agreement with the independent Contractor for the Board project shall be terminated. If the independent Contractor fails to terminate said employee or fails to terminate the agreement with the sub-Contractor who fails to terminate said employee, the independent Contractor's agreement with the Board shall be terminated.
- 38.5 Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

**39.0 AGREEMENT**

- 39.1 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, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the agreement (Sample Contract), the terms of the agreement shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

**40.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS**

40.1 This RFP will be posted for review by interested parties, at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, 3<sup>rd</sup> Floor, A-Wing, Suite A-323, West Palm Beach, FL, on the date of RFP electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

**41.0 POSTING OF RFP RECOMMENDATION / TABULATIONS**

41.1 RFP recommendations and tabulations will be posted at the Fulton Holland Educational Services Center, Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL, on December 15, 2006 at 3:00 p.m., EST and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

41.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. On the event the Purchasing Department receives late bid(s), the return of the sealed bid(s) will be after the posting period has expired.

41.3 Any person who files an action protesting an RFP specification, a decision or intended decision pertaining to this RFP pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.



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Minority Certification applications are available through the Minority Business Enterprise located at: Office of Diversity in Business Practices School District of Palm Beach County 3300 Forest Hill Boulevard, Suite A-106 West Palm Beach, FL 33406-5871 Phone: (561) 434-8508 <a href="http://www.palmbeach.k12.fl.us/mwbe">http://www.palmbeach.k12.fl.us/mwbe</a>	
<b>Are you a minority vendor certified by:</b> (Check if appropriate) Palm Beach County School District _____ State of Florida _____ If yes, expiration date _____ Minority Classification _____	
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:	
<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

For information on other bids currently being solicited for the School District of Palm Beach County, please call the BID HOTLINE at (561) 434-8111.

Bids/RFPs are available to view and print at no charge on the Purchasing Department's Internet Hotline. Simply go to <http://www.palmbeach.k12.fl.us/bids> and click on those documents you are interested in. This will allow you to register, view and print the solicitation.

11 ATTACHMENTS



**Minority Women Business Enterprise (M/WBE)  
Subcontractor Participation Letter of Intent**

BID/RFP or Project Name WIRELESS COMMUNICATION SERVICES

BID/RFP or Project Number 07C-003D

Name of Bidder \_\_\_\_\_

The undersigned intends to perform work with the above project as *(check one)*

- Individual                       Partnership                       Corporation                       Joint Venture

*(NOTE: If a joint venture, attach letterhead or other documentation proving relationship.)*

The undersigned intends to perform work with the above BID/RFP or project as *(check one)*

- Subcontractor                       Manufacturer                       Supplier

The undersigned is:

- Certified with the School District of Palm Beach County M/WBE Coordinator
- Certified with the State of Florida, Department of General Services

The undersigned is *(check only one in each applicable column)*:

- | <u>COLUMN 1</u>   | <u>COLUMN 2</u>                              | <u>COLUMN 3</u>                 |
|---|--|---------------------------------|
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> Physically Disabled | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian/Pacific Islander         |  | <input type="checkbox"/> Male   |
| <input type="checkbox"/> Black, Non-Hispanic            |  |                                 |
| <input type="checkbox"/> Hispanic                       |  |                                 |
| <input type="checkbox"/> Multiracial                    |  |                                 |
| <input type="checkbox"/> White, Non-Hispanic            |  |                                 |

**PARTICIPATION:** The undersigned intends to perform the following work in connection with the above project.

ITEM NO.	CONTRACT (TRADE) ITEMS	AMOUNT

Name of MWBE Subcontracting Firm \_\_\_\_\_

Name and Position (type or print) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE





THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
3300 FOREST HILL BOULEVARD, A-323 • WEST PALM BEACH, FLORIDA 33406-5813 • (561) 434-8506

### Minority Women Business Enterprise (M/WBE) Subcontractor Participation Summary

BID/RFP or Project Name WIRELESS COMMUNICATION SERVICES

BID/RFP or Project Number 07C-003D

Total Bid (Base and Alternatives) \_\_\_\_\_

**TO DIRECTOR OF PURCHASING DEPARTMENT**

The M/WBE Subcontractor firms listed below have agreed to participate in this BID/RFP or project for the Contract (Trade) Items and the dollar amounts shown. Letter(s) on Intent (PBSD 1525) for each Subcontractor is (are) attached.

Those Subcontractors represented to me as M/WBE Certified by the M/WBE Coordinator are noted. Also noted are those Subcontractors not presently certified but representing themselves as M/WBE qualified for certification. For those Subcontractors, an identification Statement is attached to their Letter of Intent (PBSD 1525).

CONTRACTOR	CERTIFIED		CONTRACT (TRADES) ITEMS	AMOUNT
	YES	NO		

Total M/WBE Subcontractor Participation	\$
Percentage of Total Bid (Base & Alternates)	%

Contracting Firm Name \_\_\_\_\_

Name and Position (type or print) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE DATE

# 1) 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 affects 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 bid at time of bid opening to be considered.**  
PBSD 0580 New 3/91

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Department of Purchasing, School District of Palm Beach County, 3300 Forest Hill Boulevard, West Palm Beach, FL 33406-5813. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Palm Beach County.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to bid on your RFP No. 07C-003D for WIRELESS COMMUNICATION SERVICES because of the following reasons:

\_\_\_\_\_ We do not offer this product or the equivalent.

\_\_\_\_\_ Insufficient time to respond to the invitation to bid.

\_\_\_\_\_ Remove our name from this bid list only.

\_\_\_\_\_ Our product schedule would not permit us to perform.

\_\_\_\_\_ Unable to meet bond requirements.

\_\_\_\_\_ Other. (Specify below)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACT BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

\_\_\_\_\_
This contract entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and \_\_\_\_\_, located at \_\_\_\_\_, (hereinafter referred to as the "Contractor") to provide WIRELESS COMMUNICATION SERVICES.

SECTION I - Term of Contract

This contract shall be for the period beginning \_\_\_\_\_, 200\_ through \_\_\_\_\_, 200\_. The contract will not extend beyond the \_\_\_\_\_ year.

SECTION II - Services

The Contractor shall provide WIRELESS COMMUNICATION SERVICES per specifications in RFP 07C-003D and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to RFP 07C-003D, if any, are also made a part of this contract.

SECTION III - Cost of Services

The Contractor shall be paid for services as listed in the RFP 07C-003D and awarded for WIRELESS COMMUNICATION SERVICES for the School Board.

SECTION IV - Terms and Conditions

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be provided to the Contractor at least 30 days prior to the effective date of termination, and the Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall not be entitled to lost profits.

**REQUEST FOR PROPOSAL NO.: 07C-003D**

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of termination of the contract. The School Board shall establish the termination date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

Included in this contract are the terms and conditions as described in the Request for Proposal, RFP No. 07C-003D, which are incorporated by reference herein and made a part hereof.

**SECTION V – Indemnification/ Hold Harmless Agreement**

Contractor shall, in addition to any other obligation to indemnify the School Board, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its 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 therefrom, 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.

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.

This article will survive the expiration and/or termination of this contract.

SECTION VI - Insurance

Insurance will be required as stated in RFP. The School Board of Palm Beach County, Florida shall be named as an additional insured.

SECTION VII – Cancellation of Award/Termination

In the event any of the provisions of this contract are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies, and unless the deficiencies are corrected within ten (10) days of such notice, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

The School Board, reserves the right to terminate any contract at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under said contract. The School Board will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination.

The Contractor 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.

Cancellation of contract by Contractor may result in removal from bidders/responder list for a period of three years.

SECTION VIII - Funding Out, Termination, Cancellation

Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all contracts in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this contract:

REQUEST FOR PROPOSAL NO.:07C-003D

The School Board may, during the contract period, terminate or discontinue the services covered in this contract for lack of appropriated funds or loss of E-Rate provided funds upon the same terms and conditions as set forth in Section VII Cancellation of Award / Termination.

Such prior written notice will state:

- A. That the lack of appropriated funds or loss of E-Rate provided funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this contract from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of all further obligations in any way related to such services covered herein”.

This completed statement must be included as part of any notice of termination.

SECTION IX – Jessica Lundsford Act

All contract personnel (vendors, individuals, or entities) under contract with the School Board who are permitted access on school grounds when students are present, who may have direct contact with any student of the School District, or who may have access to or control of school funds must be fingerprinted and background checked. The Contractor agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the Contractor. Contractor shall not begin providing services contemplated by this Agreement until Contractor receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Contractor (or discontinuation of Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent or representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of this contract.



SECTION X - Default

In the event that the Contractor should breach this contract the School Board reserves the right to seek remedies in law and/or in equity.

SECTION XI - Debarment

The School Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

SECTION XII – Federal and State Tax

The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the Contractor. Contractors doing business with the School Board will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the School Board, nor will any responder be authorized to use the District's Tax Exemption Number in securing such materials.

SECTION XIII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

SECTION XIV - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this contract, venue shall lie in Palm Beach County, Florida.

This contract shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This contract is binding on the parties hereto, their heirs, successor and/or assigns.

Section XV

Should either party breach this contract, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

(CONTRACTOR NAME)

THE SCHOOL BOARD OF PALM BEACH COUNTY,  
FLORIDA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Thomas E. Lynch, Chairman

WITNESS: \_\_\_\_\_

\_\_\_\_\_

Date

WITNESS: \_\_\_\_\_

Attest: \_\_\_\_\_

Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved for Form and Legal Sufficiency:

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Attorney

REQUEST FOR PROPOSAL NO.: 07C-003D

Project: WIRELESS COMMUNICATION SERVICES RFP No.: 07C-003D

Corporation Name: \_\_\_\_\_ Tax FEIN Number: \_\_\_\_\_

ARTICLE II. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_, ("Corporate Representative") this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Table with 3 columns: Name, Address, Percentage. Contains three rows for listing owners.

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Table with 3 columns: Name, Address, Percentage. Contains three rows for listing proxy holders.

C. Stock held for others and for whom held:

Table with 3 columns: Name, Address, Percentage. Contains four rows for listing stock holdings.

CORPORATE REPRESENTATIVE

By: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_ Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me. [ ] produced a current driver license(s). [ ] produced \_\_\_\_\_ as identification

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary Public)

Each plan should include Caller ID, Call Forwarding, Call Waiting, and Voicemail

**Note:** Pricing should be based on 400 users for price comparison only, not a guarantee of the final contract amount.

**Vendor:** \_\_\_\_\_

**Plan Name:** \_\_\_\_\_

**Network Used:** \_\_\_\_\_

**SPIN #:** \_\_\_\_\_

**Peak Time:** \_\_\_\_\_

(Required)

Put your specific plan in the column closest to the minutes shown.  
 Example: If you have a 450 minute plan, it would be listed in the 400 minute column.

	<u>Plan A</u> ( ~200 Minutes)	<u>Plan B</u> ( ~400 Minutes)	<u>Plan C</u> ( ~600 Minutes)
<b><u>Monthly Cellular Base Charges</u></b>			
Monthly Cellular Charge	\$ _____	\$ _____	\$ _____
# Minutes Included	_____	_____	_____
Voicemail	\$ _____	\$ _____	\$ _____
Universal Service Fee	\$ _____	\$ _____	\$ _____
Other E-Rate Eligible Fees: (List other fees for above)	\$ _____	\$ _____	\$ _____
<b>Total for Monthly Base</b>	\$ _____	\$ _____	\$ _____
<b><u>TOTAL Eligible Cost Per Minute</u></b> (Total divided by the number of minutes)	\$ _____	\$ _____	\$ _____
<b><u>Additional Eligible Charges:</u></b>			
Mobile to Mobile	\$ _____	\$ _____	\$ _____
Nights and Weekends	\$ _____	\$ _____	\$ _____
Price Per Minute Overage	\$ _____	\$ _____	\$ _____
Roaming Charges/Minute			
Inside Network	\$ _____	\$ _____	\$ _____
Outside Network	\$ _____	\$ _____	\$ _____
Long Distance / Minute			
Inside Region	\$ _____	\$ _____	\$ _____
Outside Region	\$ _____	\$ _____	\$ _____
Text Message / Msg	\$ _____	\$ _____	\$ _____
<b><u>Other Non-Eligible Charges</u></b>			
Directory Assistance /Min	\$ _____	\$ _____	\$ _____
Activation Fee	\$ _____	\$ _____	\$ _____
Cancellation Fee	\$ _____	\$ _____	\$ _____
Phone Insurance / Month	\$ _____	\$ _____	\$ _____
Repair Charge	\$ _____	\$ _____	\$ _____
Phone Number Change	\$ _____	\$ _____	\$ _____
Other (List)	\$ _____	\$ _____	\$ _____
<b><u>Features</u></b>			
Pooled Minutes	Yes / No	Yes / No	Yes / No
Free 1 <sup>st</sup> Minute Incoming	Yes / No	Yes / No	Yes / No
Free Calls In Network	Yes / No	Yes / No	Yes / No
Free In-State Calling	Yes / No	Yes / No	Yes / No
Free National Calling	Yes / No	Yes / No	Yes / No
International Calling Available	Yes / No	Yes / No	Yes / No
International Calling	\$ _____	\$ _____	\$ _____
Minute Rounding Increment	_____ / Min	_____ / Min	_____ / Min

**Cellular and Push to Talk Package Pricing ATTACHMENT H**

Each plan should include Caller ID, Call Forwarding, Call Waiting, and Voicemail

**Note:** Consider pricing plans for about 400 users for comparison only, not a guarantee of the final contract amount.

Vendor: \_\_\_\_\_

Plan Name: \_\_\_\_\_

Network Used: \_\_\_\_\_

SPIN #: \_\_\_\_\_

Peak Time: \_\_\_\_\_

(Required)

Put your specific plan in the column closest to the minutes shown.

Example: If you have a 450 minute plan with 200 Push to Talk Minutes, it would be listed in the B column.

	<u>Plan A</u> (~200 cell + 200 PTT)	<u>Plan B</u> (~ 400 cell + 250 PTT)	<u>Plan C</u> (~ 600 cell + Unlimited PTT)
<b>Monthly Cellular Base Charges</b>			
# Cell Minutes Included	_____	_____	_____
# Push to Talk Minutes Included	_____	_____	_____
Voicemail	\$ _____	\$ _____	\$ _____
Monthly Cellular Charge	\$ _____	\$ _____	\$ _____
Monthly Push to Talk Charge	\$ _____	\$ _____	\$ _____
Voicemail	\$ _____	\$ _____	\$ _____
Universal Service Fee	\$ _____	\$ _____	\$ _____
List Other E-Rate Eligible Fees:	\$ _____	\$ _____	\$ _____
<b>Total for Monthly Base</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>TOTAL Eligible Cost Per Minute</b> (Total Cost divided by Total Minutes)	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>Additional Eligible Charges:</b>			
Mobile to Mobile	\$ _____	\$ _____	\$ _____
Nights and Weekends	\$ _____	\$ _____	\$ _____
Price Per Minute Overage	\$ _____	\$ _____	\$ _____
Group Calling	\$ _____	\$ _____	\$ _____
Alert Messaging	\$ _____	\$ _____	\$ _____
Roaming Charges/Minute	\$ _____	\$ _____	\$ _____
Long Distance / Minute	\$ _____	\$ _____	\$ _____
Text Message / Msg	\$ _____	\$ _____	\$ _____
<b>Other Non-Eligible Charges</b>			
Directory Assistance /Min	\$ _____	\$ _____	\$ _____
Activation Fee	\$ _____	\$ _____	\$ _____
Cancellation Fee	\$ _____	\$ _____	\$ _____
Phone Insurance / Month	\$ _____	\$ _____	\$ _____
Repair Charge	\$ _____	\$ _____	\$ _____
Phone Number Change	\$ _____	\$ _____	\$ _____
Other (List)	\$ _____	\$ _____	\$ _____
<b>Features</b>			
Pooled Minutes	Yes / No	Yes / No	Yes / No
Free 1 <sup>st</sup> Minute Incoming	Yes / No	Yes / No	Yes / No
Free Calls In Network	Yes / No	Yes / No	Yes / No
Free In-State Calling	Yes / No	Yes / No	Yes / No
Free National Calling	Yes / No	Yes / No	Yes / No
International Calling Available	Yes / No	Yes / No	Yes / No
International Calling	\$ _____	\$ _____	\$ _____
Minute Rounding Increment	_____ / Min	_____ / Min	_____ / Min

**Push to Talk Only Package Pricing**

Each plan should include Caller ID, Call Forwarding, and Call Waiting

**Note:** Consider pricing plans for about 200 users for comparison only, not a guarantee of the final contract amount.

Vendor: \_\_\_\_\_  
 Network Used: \_\_\_\_\_  
 Peak Time: \_\_\_\_\_

Plan Name: \_\_\_\_\_  
 SPIN #: \_\_\_\_\_  
 (Required)

Put your specific plan in the column closest to the minutes shown.  
 Example: If you have 450 Push to Talk Minutes, it would be listed in the B column.

	<u>Plan A</u> ( ~ 200 PTT)	<u>Plan B</u> ( ~ 400 PTT)	<u>Plan C</u> (Unlimited PTT)
<b><u>Monthly Push to Talk Base Charges</u></b>			
# Push to Talk Minutes Included	_____	_____	_____
Voicemail	\$ _____	\$ _____	\$ _____
Monthly Push to Talk Charge	\$ _____	\$ _____	\$ _____
Voicemail	\$ _____	\$ _____	\$ _____
Universal Service Fee	\$ _____	\$ _____	\$ _____
List Other E-Rate Eligible Fees:	\$ _____	\$ _____	\$ _____
<b>Total for Monthly Base</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b><u>OTAL Eligible Cost Per Minute</u></b> (Total Cost divided by Total Minutes)	\$ _____	\$ _____	N/A
<b><u>Additional Eligible Charges:</u></b>			
Mobile to Mobile	\$ _____	\$ _____	\$ _____
Nights and Weekends	\$ _____	\$ _____	\$ _____
Group Calling	\$ _____	\$ _____	\$ _____
Alert Messages	\$ _____	\$ _____	\$ _____
Price Per Minute Overage	\$ _____	\$ _____	\$ _____
Roaming Charges/Minute			
Inside Network	\$ _____	\$ _____	\$ _____
Outside Network	\$ _____	\$ _____	\$ _____
Long Distance / Minute			
Inside Region	\$ _____	\$ _____	\$ _____
Outside Region	\$ _____	\$ _____	\$ _____
Text Message / Msg	\$ _____	\$ _____	\$ _____
<b><u>Other Non-Eligible Charges</u></b>			
Activation Fee	\$ _____	\$ _____	\$ _____
Cancellation Fee	\$ _____	\$ _____	\$ _____
Phone Insurance / Month	\$ _____	\$ _____	\$ _____
Repair Charge	\$ _____	\$ _____	\$ _____
Phone Number Change	\$ _____	\$ _____	\$ _____
Other (List)	\$ _____	\$ _____	\$ _____
<b><u>Features</u></b>			
Pooled Minutes	Yes / No	Yes / No	Yes / No
Free 1 <sup>st</sup> Minute Incoming	Yes / No	Yes / No	Yes / No
Free Calls In Network	Yes / No	Yes / No	Yes / No
Free In-State Calling	Yes / No	Yes / No	Yes / No
Free National Calling	Yes / No	Yes / No	Yes / No
Minute Rounding Increment	_____ / Min	_____ / Min	_____ / Min



## PDA Package Pricing

Each plan should include Caller ID, Call Forwarding, Call Waiting, and Voicemail

**Note:** Consider pricing plans for about 400 users for comparison only, not a guarantee of the final contract amount.

(**Inet** = Internet Data for email and data transfer)

Vendor: \_\_\_\_\_

Plan Name: \_\_\_\_\_

Network Used: \_\_\_\_\_

SPIN #: \_\_\_\_\_

Peak Time: \_\_\_\_\_

(Required)

Put your specific plan in the column closest to the minutes shown. Example: If you have a 450 minute plan with 3 MB of internet data (ex. Email or data transfer), it would be listed in the B column.

	<u>Plan A</u> <small>(~200 cell + 2 MB Inet)</small>	<u>Plan B</u> <small>(~ 400 cell + 4 MB Inet)</small>	<u>Plan C</u> <small>(~ 600 cell + Unlimited Inet)</small>
<b>Monthly Cellular Base Charges</b>			
# Cell Minutes Included	_____	_____	_____
MB of Internet Data Included	_____	_____	_____
Monthly Cellular Charge	\$ _____	\$ _____	\$ _____
Monthly Internet Data	\$ _____	\$ _____	\$ _____
Voicemail	\$ _____	\$ _____	\$ _____
Universal Service Fee	\$ _____	\$ _____	\$ _____
List Other E-Rate Eligible Fees:	\$ _____	\$ _____	\$ _____
<b>Total for Monthly Base</b>	\$ _____	\$ _____	\$ _____
<b>TOTAL Eligible Cost Per Minute</b> <small>(Total Cost divided by Total Minutes)</small>	\$ _____	\$ _____	\$ _____
<b>Additional Eligible Charges:</b>			
Mobile to Mobile	\$ _____	\$ _____	\$ _____
Nights and Weekends	\$ _____	\$ _____	\$ _____
Price Per Minute Overage	\$ _____	\$ _____	\$ _____
Roaming Charges/Minute			
Inside Network	\$ _____	\$ _____	\$ _____
Outside Network	\$ _____	\$ _____	\$ _____
Long Distance / Minute			
Inside Region	\$ _____	\$ _____	\$ _____
Outside Region	\$ _____	\$ _____	\$ _____
Text Message / Msg	\$ _____	\$ _____	\$ _____
<b>Other Non-Eligible Charges</b>			
Directory Assistance /Min	\$ _____	\$ _____	\$ _____
Activation Fee	\$ _____	\$ _____	\$ _____
Cancellation Fee	\$ _____	\$ _____	\$ _____
Phone Insurance / Month	\$ _____	\$ _____	\$ _____
Repair Charge	\$ _____	\$ _____	\$ _____
Phone Number Change	\$ _____	\$ _____	\$ _____
Other (List)	\$ _____	\$ _____	\$ _____
<b>Features</b>			
Pooled Minutes	Yes / No	Yes / No	Yes / No
Free 1 <sup>st</sup> Minute Incoming	Yes / No	Yes / No	Yes / No
Free Calls In Network	Yes / No	Yes / No	Yes / No
Free In-State Calling	Yes / No	Yes / No	Yes / No
Free National Calling	Yes / No	Yes / No	Yes / No
International Calling Available	Yes / No	Yes / No	Yes / No
International Calling	\$ _____	\$ _____	\$ _____
Minute Rounding Increment	_____ / Min	_____ / Min	_____ / Min

**Vendor** \_\_\_\_\_

All phones should include charger, earbud, belt clip (or case). Device can be phone/pda/modem, etc

	<u>Device 1</u>	<u>Device 2</u>	<u>Device 3</u>	<u>Device 4</u>
Brand	_____	_____	_____	_____
Model	_____	_____	_____	_____
Weight	_____	_____	_____	_____
Talk Time	_____	_____	_____	_____
Standby Time	_____	_____	_____	_____
Display Size	_____	_____	_____	_____
Price	\$ _____	\$ _____	\$ _____	\$ _____

**Call Management**

Push To Talk Capable	_____	_____	_____	_____
Speaker Phone	_____	_____	_____	_____
International Capable	_____	_____	_____	_____
Text Messages	_____	_____	_____	_____
Band	_____	_____	_____	_____
GPS	_____	_____	_____	_____

**Hardware Information**

Design Type (flip, etc)	_____	_____	_____	_____
Rugged Design	_____	_____	_____	_____
Case Type	_____	_____	_____	_____
Camera	_____	_____	_____	_____
Bluetooth	_____	_____	_____	_____
WiFi	_____	_____	_____	_____
Broadband	_____	_____	_____	_____
Keyboard Type	_____	_____	_____	_____
Modem Built-In	_____	_____	_____	_____

**PDA Phones**

Operating System	_____	_____	_____	_____
Mobile Email	_____	_____	_____	_____
Exchange 2003 Compatible	_____	_____	_____	_____
Email Server	_____	_____	_____	_____
Email Application	_____	_____	_____	_____
Download Speeds	_____	_____	_____	_____

**Accessories Pricing**

Battery	\$ _____	\$ _____	\$ _____	\$ _____
Extended Battery	\$ _____	\$ _____	\$ _____	\$ _____
Headset	\$ _____	\$ _____	\$ _____	\$ _____
Earbud	\$ _____	\$ _____	\$ _____	\$ _____
USB Cable	\$ _____	\$ _____	\$ _____	\$ _____
Clip	\$ _____	\$ _____	\$ _____	\$ _____
Case	\$ _____	\$ _____	\$ _____	\$ _____
Other (list)	\$ _____	\$ _____	\$ _____	\$ _____