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Miami-Dade County Public Schools
giving our students the world

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SCHOOL BOARD ADMINISTRATION BUILDING
1450 Northeast Second Avenue
Miami, FL 33132

Direct all inquiries to Procurement Management Services:

BUYER NAME: L.Leasburg-Kramer

E-MAIL ADDRESS: lleasburg-kramer@dadeschools.net

PHONE: (305) 995-1364

FAX NUMBER 305-523-3367

TDD PHONE (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 103-FF04

BID TITLE WIRELESS SERVICE & EQUIPMENT

Bids will be accepted until 2:00 PM on May 9, 2006 in room 351, School Board Administration building, 1450 NE 2nd Avenue, Miami, FL., 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

THE SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHALL CONSTITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, NO OTHER CONTRACT DOCUMENTS SHALL BE ISSUED.

I. A. BIDDER CERTIFICATION AND IDENTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with the School Board of Miami-Dade County, Florida.

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida and its members, officers and employees.

III. PERFORMANCE SECURITY, is required on this bid. YES ☐ NO ☐

Refer to **INSTRUCTIONS TO BIDDERS,** para. VII., and VI.

IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED:

Performance Bond ☐ Check (Cashier's, Certified, or equal) ☐

An original, manual signature is required on the Bidder Qualification Form.
(Bidder is requested to use blue ink)
(Do not use pencil)

Legal Name of Vendor _____

Mailing Address _____

City _____ ***State*** _____ ***Zip Code*** _____

Telephone No. _____ ***E-mail address*** _____

By: Signature (Original)

Of Authorized Representative _____ ***Date*** _____

Name (Typed or Printed)

Of Authorized Representative _____ ***Date*** _____

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a *Cone of Silence* from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 of the bid.

1. PERFORMANCE SECURITY. The form of performance security the bidder will submit, when required to do so, must be furnished. Performance security shall not be submitted with the bid.

2. BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. INSTRUCTIONS TO BIDDERS. Defines conditions of the bid.

1. ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by giving precedence in the following order:

A. Specifications
B. Special Conditions
C. Instructions To Bidders

2. FOR M/WBE designated bids. The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the M/WBE Certification Application MUST be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

C. BID PROPOSAL FORM. Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. ITEM SPECIFICATION. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph *X. Packaging.*

2. PRICES. Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.

3. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. BID FORMS AND ENVELOPES. Bids must be submitted on forms furnished by the Board and in sealed envelopes.

Envelopes must be clearly marked with bid number, bid title and bid opening.

B. ERASURES OR CORRECTIONS. When filling out the bid proposal form, bidders are required to complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with Items 1, 2 and 3 above will be considered non-responsive for that item(s).

C. PLACE, DATE AND HOUR. Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. PUBLIC ENTITY CRIMES. Section 287.133(2)(a) Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. SUBMITTING A "NO BID." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.

F. AVAILABILITY OF BID INFORMATION. Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management Services.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail, and bids or proposals returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or $10, whichever amount is larger, or

2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

B. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of these proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

C. All notice of protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to §120.57 Fla. Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

VI. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website 7-10 days prior to a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. PURCHASE ORDERS. Purchase orders mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section VI. E.

E. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or $100, whichever is greater or (2) lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064.

F. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

A. PURPOSE. A performance bond or check may be required to guarantee performance.

B. BONDING COMPANY. Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. Awards Greater than $500,000

A minimum rating in the latest revision of Best's Insurance Reports of:

Contract Amount	Minimum Rating by A.M. Best
$ 500,000.01 to $ 2,500,000	None
$ 2,500,000.01 to $ 5,000,000	B + or NA-3 No Minimum Class
$ 5,000,000.01 to $10,000,000	A- Class IV
$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. Awards of $500,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami- Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than $200,000 shall be exempt from performance security.

2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

VIII. SAMPLES

When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures:

A. All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

C. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the bid.

E. PAYMENT FOR SAMPLES. The Board will buy no samples and will assume no cost incidental thereto.

F. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

G. EVALUATION AND TEST RESULTS. If a sample submitted for testing does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

IX. SUBSTITUTIONS

Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through Procurement Management Services, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

X. PACKAGING

A. TYPE. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. CONTAINER IDENTIFICATION. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
2. VENDOR'S NAME AND/OR TRADEMARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

XII. RECYCLING REQUIREMENTS

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS

Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor, at no cost to the purchaser.

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make directed payment to the bidder.

XV. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(I) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

B. For all contracts involving Federal funds in excess of $10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

XVII. COMPLIANCE WITH LAWS

Bidders shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Bidder agrees to certify under oath and penalty of perjury by completing the attached Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005), which is incorporated fully herein by reference, that Bidder and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Bidder agrees that each of its employees, representatives, agents, subcontractors or suppliers <u>who are permitted access on school grounds when students are present, who have direct contact with students</u> or who have access to or control of school funds <u>must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes</u>, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Bidder agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement (bid), agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence.

Bidder agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. ***Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement(bid) by the Board.***

Failure by Bidder to perform any of the duties described in this section shall constitute a material breach of the Agreement (bid) and default entitling the Board to utilize the provisions of section VI. E of this bid as well as entitling the Board to terminate the Agreement(bid) immediately with no further responsibility for the Board to make payment or perform any other duties under this Agreement (bid).

XIX. COMPLIANCE WITH SCHOOL CODE

Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Bidder agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement (bid) and may result in the termination of this Agreement (bid) by the Board.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

FROM: _____
_____
_____

AFFIX
POSTAGE
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
BUREAU OF PROCUREMENT AND MATERIALS MANAGEMENT
ROOM NO. 352 BID BOX
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

BID NO.: 103-FF04
BID TITLE: WIRELESS SERVICE & EQUIPMENT
BID OPENING DATE: May 9, 2006

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Bureau of Procurement and Materials Management

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. NO ENVELOPE IS NECESSARY.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

Our company does not handle this type of product/service.
We cannot meet the specifications nor provide an alternate equal product.
Our company is simply not interested in bidding at this time.
OTHER, (Please specify)_____

_____

_____

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

Signature _____

Title _____

Company_____

NOTE: **Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a** *NO BID.*

Vendor Information Sheet

1A. _____

Federal Employer Identification Number

Or _____

Owner's Social Security Number

1B. _____

Name of Firm, Individual(s), Partners or Corporation

_____

Street Address

_____

City State Zip Code

2. Telephone/Fax/Contact Person

_____

Telephone number

_____

Fax number

_____

Contact Person

_____

E-mail address

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship,or joint venture, the full legal name and business address shall be provided for the chief **officer,** director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable**.

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

NOTE: The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS.
Vendor applications can be downloaded at: http://procurement.dadeschools.net

Miami-Dade County Public Schools

SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT ____

SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of Miami-Dade County, Fl

   (Hereinafter "Board" or "School Board") by_____

   _____
   (Print individual's name and title)

   for _____
   (Print Name of entity submitting sworn statement)

   whose business address is _____

   _____

   _____

   and its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____, am duly authorized to make this
   (Print individual's name and title)
   sworn statement on behalf of _____.
   (Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

_____
Initials

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "**contractual personnel**" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a _____(*eg*. a private bus
Type of entity
service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.

7. I understand that "level 2 screening requirements," as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.

9. I understand that any costs and fees associated with the required background screening will be borne by my company.

10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.

_____
Initials

11. I understand that the failure of <u>any</u> of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.

12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.

_____
(Signature)

Sworn to and subscribed before me this _____ day or _____, 20___.

Personally known _____ _____

OR Produced Identification _____

Notary Public -State of _____

_____
(Type of Identification)

My commission expires _____

_____
(Printed typed or stamped commissioned name of notary public)

_____
Initials

Miami-Dade County Public Schools

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid#103-FF04**

INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence
or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

" The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

(a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

(b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1500 Biscayne Boulevard, Suite 127
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Ms. La-Chane Clark at 305- 995-7133.

MIAMI-DADE COUNTY

INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

MIAMI-DADE COUNTY

INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.24 of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.24 of this solicitation.

Department of Procurement Management
Bids and Contracts Division
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1989

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM *(FORMAT A)* TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	BUYER	PAGE
103-FF04	Linda Leasburg-Kramer	SC 1
TITLE		
Wireless Service and Equipment		

SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract, at firm unit prices, to provide wireless telephone and data service as listed herein. The term of the bid shall be for two (2) years from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be extended for three (3) additional one year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through Procurement Management Services, may if considering extending, request a letter of intent to extend from the awardee(s), prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon. The successful vendor(s) agrees to this condition by signing it's bid.
Miami-Dade County Public Schools (M-DCPS) is working jointly with Miami-Dade County (County) and prices on services and equipment listed herein may be accessed by the County.

2. **AWARD:** The bid will be awarded to two (2) responsive and responsible vendors, for each group (Primary and Alternate), offering the lowest total discounted prices on the items listed per Group. Submissions will be evaluated and ranked from low to high per Group. The top two, offering the lowest total discounted prices, meeting all requirements per Group, as defined below, will be awarded. Group 7, Balance of Line will be awarded to the vendors receiving awards in Groups 1 through 6. Groups are identified as follows:
   - Group 1 – Wireless Telephones: Voice Only; Voice, and Push-To-Talk; Voice, Push-To-Talk and Data Service
   - Group 1 Alternate – Wireless Telephones: Voice Only; Voice, and Push-To-Talk; Voice, Push-To-Talk and Data Service
   - Group 2 – Wireless Handheld Data Service
   - Group 3 – Wireless Handheld Data Service
   - Group 4 – Push-To-Talk
   - Group 4 Alternate – Push-To-Talk
   - Group 5 – Air Cards and Modems
   - Group 6 – Air Cards and Modems
   - Group 7 – Balance of Line (% Off List for Balance of Line, Bidder is requested to supply a price list in hard copy or on diskette, CD or DVD with bid submission for this group)

   The bidders are required to respond to all items in a Group to be considered for award in that Group. In the event of a discrepancy in manufacturer code(s) and/or packaging on the electronic format or bid form posted, the bidder(s) shall so indicate on the printed copy, which will be used for the evaluation.

3. **QUANTITIES:** The quantities or usage shown on the Bid Proposal Form are estimates only. No guarantee or warranty is given or implied by the Board or the County, as to the total amount that may or may not be purchased from the resulting contract(s). These quantities are for bidders' information only, to aid in determining whether they will be able to supply the amount, which may be required by either entity.

4. **AVAILABILITY TO CHARTER SCHOOLS:** Items awarded under this contract shall be made available to charter schools authorized by the School Board of Miami-Dade County, Florida The School Board is not responsible or liable for any purchases that may be made by Charter Schools.

SPECIAL CONDITIONS: CONTINUED

5. **DELIVERY:** Delivery of equipment and activation of services shall be completed within three (3) business days after receipt of purchase order, or as otherwise indicated. All deliveries and installation will be made to M-DCPS schools and departments or County agencies as indicated on each purchase order.

6. **BACK-ORDERS:** If the vendor cannot deliver an ordered device or equipment accessory item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall insure that such back orders are filled within 3 calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice for the back ordered items until such back orders are delivered and accepted by the authorized representative of the entity issuing the purchase order. It is understood and agreed that the issuing entity, may at its discretion, cancel back orders after the grace period identified in this paragraph has lapsed. Repeated issues with Back-Orders may result in a Non-Performance report being issued, followed by a Notice to Cure. Unresolved issues may result in the awarded vendor being considered in default as per Instructions to Bidders, Section VI. Awards, E. Default, and appropriate action will be taken.

7. **SHIPPING TERMS: F.O.B. DESTINATION:** All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized MDCPS representative from Energy, Communication and Recycling Programs, an authorized County representative at the Enterprise Technology Services Department (ETSD), and or as instructed in writing prior to the delivery of any goods purchased under this contract.

8. **TRANSITION PLAN:** It is the intention of the M-DCPS and the County to utilize this contract to standardize wireless services, equipment and features as defined herein. M-DCPS and the County reserve the right to implement the contract through attrition of existing service agreements and migration of new or existing users. M-DCPS and the County will require completion of said plan within 180 days of an awarded contract. Each entity will work with the awarded vendor(s) to achieve an optimal transition plan. A transition chart is attached to assist the awarded vendor(s) with an understanding of M-DCPS and the County's needs.

9. **UL/CSA/ETL APPROVAL:** All electrical equipment shall bear the approval symbol or name of Underwriters' Laboratories, Inc., The Canadian Standards Association or ETL Testing Laboratories.

10. **WARRANTY:** The warranty for equipment, installation and service is defined in 4.4 Warranty, of the attached Specifications.

11. **PRE-BID CONFERENCE:** A pre-bid conference will be held April 20, 2006 at 10:00 AM in the School Board Auditorium, SBAB, 1450 NE 2nd Ave, Miami, FL 33132. Pre-Bid Conference attendance by the bidder or his qualified representative is recommended for bid acceptance.

12. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), before being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for

SPECIAL CONDITIONS: CONTINUED

the bid award. Awarded vendor(s) will also be required to submit separate documentation to Miami-Dade County as attached.

13. **E-RATE PROGRAM PARTICIPATION AND INVOICING PROCEDURES:**

A. Where M-DCPS purchases are made using available E-rate funding, the selected Contractor will be required to submit their Service Provider Invoice ("SPI") to the District after services and/or equipment have been delivered, installed and are operational but before any submission to the Universal Service Administrative Company ("USAC") for reimbursement.

B. The SPI will be a complete invoice of all services and equipment and will reflect all charges to M-DCPS and to USAC. This single and consolidated invoice will contain a comprehensive itemized breakdown of all charges and clearly set forth the appropriate percentage of payments due from USAC and M-DCPS respectively.

C. The SPI will also be required to show an itemized breakdown of all eligible and ineligible equipment and/or services being procured in accordance with the corresponding M-DCPS purchase order.

D. The Contractor will only be permitted to submit an SPI for reimbursement to USAC once M-DCPS has reviewed and has returned a signed approval of said SPI to Contractor. All SPIs will be reviewed within 14 calendar days of receipt by the M-DCPS Director of the E-Rate Program.

E. If, in the course of M-DCPS' review of any SPI, M-DCPS finds any variances between those items delivered and those for which a bill is being submitted, the M-DCPS E-Rate staff will notify the Contractor that they have not approved the SPI and will indicate which items need to be modified. Once any variances are corrected, the Contractor must resubmit the SPI to the M-DCPS Director of the E-Rate Program for their approval. M-DCPS will again have 14 calendar days to review the SPI.

F. Contractor agrees that, at any time, M-DCPS is free to verify with USAC that only those M-DCPS approved SPIs have been submitted to USAC for reimbursement. Any indication that non-approved SPIs have been submitted to USAC will be considered a material breach of the terms of the contract. Additionally, M-DCPS will, upon becoming aware of any non-approved SPI submissions, notify USAC so that they may take any additional steps available to them to prevent waste, fraud and abuse within the program.

G. Damages assessed to the Contractor for submission of a non-approved SPI may include and are not limited to suspension of the contract, termination of the contract, damages in the amount of the overpayments made to Contractor by M-DCPS or USAC, or suspension or disbarment from participation in the E-Rate program. In no way shall this contract modify or limit the rights of USAC against the Contractor.

SPECIAL CONDITIONS: CONTINUED

14. **BACKGROUND SCREENING REQUIREMENTS:** In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees to certify under oath and penalty of perjury, see link below, (Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005)) which is incorporated fully herein by reference, that Contractor and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge . Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence.

Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. **Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board .**

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

Sworn Statement – New Contracts; forms may be downloaded at:
http://procurement.dadeschools.net/JessicaLunsfordAct.asp

SPECIAL CONDITIONS: CONTINUED

15. **COMPLIANCE WITH SCHOOL CODE:** Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

16. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under the bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not be awarded any new business. Vendor applications can be downloaded at http://procurement.dadeschools.net. Awarded vendor(s) must separately comply with Miami-Dade County requirements.

17. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

18. **BID SUBMITTALS:** Bidders are requested to submit one original and (3) copies of their bid. Bidders are required to submit, with their bid package, all information requested in the attached specifications. Failure to provide documentation with the bid may result in the bid not to be considered for award. They include:
    - Insurance Requirements (Special Condition 12)
    - Sworn Statement – New Contracts (Special Condition 14)
    - Vendor Information Sheet (Special Condition 16)
    - Occupational License as defined in Special Condition 17.

    A checklist is provided on the Bid Proposal Form to assist bidders with package submission.

19. **MANUFACTURER'S/SERVICE PROVIDER'S CERTIFICATION:** In the event a bid is submitted by other than the equipment manufacturer or service provider, a certification executed by the manufacturer/service provider shall be required stating the bidder is an authorized representative of the manufacturer/service provider. This should be submitted with the bid or within 5 days of request. Failure to provide may cause the bid not to be considered for award.

20. **NEW EQUIPMENT:** This bid shall be for new equipment only. Newly manufactured containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used; shopworn, demonstrator or prototype equipment is not acceptable and will be rejected.

SPECIAL CONDITIONS: CONTINUED

21. **SPECIFICATIONS:** If an item is to be considered as an equal to the specified item, complete technical specifications, together with illustrative materials providing brand name and model number of the item, are requested to accompany bid. Non-compliance with this condition may cause the item not to be considered for award. The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission. Samples of all and/or "equal" items bid may be required for evaluation, three (3) each of such items are to be provided at no cost to the M-DCPS and/or County, and should be submitted with the initial offer, or at the time of specific request. Samples will be used for the purpose of evaluating cellular services and system coverage as well as hardware requirements. Failure to meet this requirement may result in your offer being rejected.

    MDCPS and the County reserve the right to evaluate equipment and services offered on this bid and to evaluate service of awarded vendor(s) after award through a Data Coverage Acceptance Test Plan (DCATP) and a Voice Coverage Acceptance Test Plan (VCATP).

    Miami-Dade County Public Schools and the County shall be sole judge of equality, based on the best interests of the entities, and their decision in this regard shall be final. Items labeled "No Substitute" on the Bid submission form are the only products that will be accepted under this solicitation.

22. **CERTIFICATIONS, CODES AND STANDARDS:** The successful vendor must be certified by the State of Florida Public Service Commission (PSC) and must meet the Federal FCC requirements to provide wireless services in Florida.

    The vendor must have documented proof of having been a wireless provider for at least three (3) years at the time of the closing bid date and (a) provide proof of cellular network ownership with (b) a list of list of qualified Engineers assigned to South Florida to operate and maintain system support. This statement must be signed by a Company Officer and include a network topology diagram and brief system description.

    Vendor agrees to meet or exceed all applicable industry standards as defined by the following bodies: American National Standards Institute -ANSI, the International Telecommunications Union - Telecommunications Committee or ITU-T, the Electronic Industry Alliance –EIA or the Telecommunications Industry Association -TIA**.**

23. **ACCOUNT TERMINATION:** The County and MDCPS, as well as other public agencies utilizing this contract, shall be able to terminate any or all wireless and cellular telephone service and accounts upon written 30 day notification to the Vendor. The MDCPS, County or any agency using this contract shall only be charged for cellular activity up until the notification of service cancellation. All charges shall cease effective upon the date of notification and termination of service for each cellular device and or related account unless otherwise mutually agreed in writing.

SPECIAL CONDITIONS: CONTINUED

24. **NON-EXCLUSIVITY**: M-DCPS and the County reserves the right to utilize any State of Florida Contract, any contract awarded by any other city, county governmental agency, other school board, community college or state university system.

25. **PUBLIC RECORDS LAW:** It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Invitation to Bids in a public forum open to the Sunshine, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to a solicitation, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

26. **BID ADDENDUMS OR QUESTIONS AND ANSWERS:** All bidders should monitor continuously, the M-DCPS Procurement website, for any addendums or questions and answers that may be posted, prior to the opening of this solicitation. The procurement website, which lists all bids, addendums, questions and answers and award information, is as follows: http://procurement.dadeschools.net (then click on) Current Bids/RFP's Under the Cone of Silence. The District shall not be bound by any verbal information or any written information that is not either contained within the solicitation documents, formally noticed and issued by the Buyer.

27. **CONE OF SILENCE**: A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification or information regarding this bid must be requested in writing by FAX or E-mail to:

A COPY OF THIS WRITTEN REQUEST MUST BE SENT SIMULTANEOUSLY TO:

Linda Leasburg-Kramer, Supervisor
Procurement Management Services
miami-dade county public schools
1450 N.E. 2nd Avenue, Room 352
Miami, Florida 33132
Fax #305-523-3362
E-Mail: lleasburg-kramer@dadeschools.net

leana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E.. 2nd Avenue, Room 268B
Miami, Florida 33132
Fax #305-995-1448
E-Mail: martinez@dadeschools.net

DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID IS APRIL 21, 2006, 4:00PM, TO ALLOW MDCPS SUFFICIENT TIME TO ADDRESS ALL RECEIVED INQUIRIES

SPECIAL CONDITIONS: CONTINUED

28**.** **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL SHADED AREAS

103-FF04

Title: Wireless Service and Equipment

Buyer: Linda Leasburg-Kramer

Type or print in this box the complete name of the bidder:

NAME:

ITEM	DESCRIPTION OF ITEM	EST USAGE	UNIT	PRICE PER UNIT	MANUF. & MODEL #
	GROUP 1				
	Items 1 through 29 to be awarded on a total low basis. Bidder must bid all items.				
	WIRELESS TELEPHONES: VOICE ONLY				
1	Flat Rate Airtime (Voice Zero Access) including: State of Florida Local Calling Area, Detailed Billing, Voice Mail, Call Forwarding, Toll Restriction, Caller ID on an unlimited monthly basis. All plan minutes to be pooled among all users.	1,728,000	Minutes		
2	Mobile to Mobile	2,880	Monthly Per Device		
3	Add on Nights and Weekends	1,000	Monthly Per Device		
4	Interstate roaming charge	28,800	Minutes		
5	Nationwide Long Distance	57,600	Minutes		
6	Directory Assistance	2,880	Per Call		

Indicate manufacturer and model # for the following items. Please see notes for Model numbers and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

7	Basic wireless telephone [1,2]	2680	Each		
8	Premium wireless phone [1,3]	200	Each		
	Items 9 through 10 are for information only and will not be considered in the total amount for items 1 through 8				
9	Hands-Free vehicle kit for item 7	536	Each		
10	Hands-Free vehicle kit for item 8	20	Each		

Notes:

1.Wireless telephone shall include battery, earpiece, charger, and vehicle cigarette lighter adapter charger.

2.Basic wireless telephone shall be Motorola V557, Nokia 6061Series, LGC2000, Motorola i710 or an approved substitute that is similar in physical size, weight and features

3. Premium wireless telephone shall be Motorola V3 GSM, i836 or an approved substitue that is similar in physical size, weight and features.

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL SHADED AREAS

103-FF04

Title: Wireless Service and Equipment

Buyer: Linda Leasburg-Kramer

Type or print in this box the complete name of the bidder:

NAME:

ITEM	DESCRIPTION OF ITEM	EST USAGE	UNIT	PRICE PER UNIT	MANUF. & MODEL #
	VOICE AND PUSH-TO-TALK				
11	Flat Rate Airtime including: State of Florida Local Calling Area, Detailed Billing, Voice Mail, Call Forwarding, Toll Restriction and Caller ID on an unlimited monthly basis. All plan minutes to be pooled among all users.	400,000	Minutes		
12	Unlimited Push-to-Talk	200	Monthly Per Device		
13	Unlimited Mobile to Mobile Calling	200	Monthly Per Device		
14	Unlimited Night and Weekend Calling	200	Monthly Per Device		
15	Interstate roaming charge	4,000	Minutes		
16	Nationwide Long Distance	8,000	Minutes		
17	Directory Assistance	400	Per Call		

Indicate manufacturer and model # for the following items. Please see notes for Model numbers and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

18	Basic radio-phone	700	Each		
19	Premium radio-phone [1,3]	100	Each		
	Items 20 through 21 are for information only and will not be considered in the total amount for items in Group 1				
20	Hands-Free vehicle kit for item 18	140	Each		
21	Hands-Free vehicle kit for item 19	20	Each		

Notes:

1.Radio-telephone shall include battery,earpiece, desktop charger, and vehicle cigarette lighter adapter.

2.Basic radio-telephone shall be Motorola i710 or an approved substitute that is similar in physical size, weight and features

3. Premium wireless telephone shall be Motorola i836 or an approved substitue that is similar in physical size, weight and features.

Description of any service limitations (attach separate sheet, if necessary)

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL SHADED AREAS

103-FF04

Title: Wireless Service and Equipment

Buyer: Linda Leasburg-Kramer

Type or print in this box the complete name of the bidder:

NAME:

ITEM	DESCRIPTION OF ITEM	EST USAGE	UNIT	PRICE PER UNIT	MANUF. & MODEL #
	VOICE, PUSH-TO-TALK, AND DATA SERVICE				
22	Flat Rate Airtime (Voice Zero Access) including: State of Florida Local Calling Area, Detailed Billing, Voice Mail, Call Forwarding, Toll Restriction, Caller ID on an unlimited monthly basis, and unlimited data messaging. All plan minutes to be pooled among all users.	1,560,000	Minutes		
23	Mobile to Mobile	2,600	Monthly Per Device		
24	Add on Nights and Weekends	2,600	Monthly Per Device		
25	Interstate roaming charge	26,000	Minutes		
26	Nationwide Long Distance	52,000	Minutes		
27	Directory Assistance	2,600	Per Call		

Indicate manufacturer and model # for the following items. Please see notes for Model number(s) and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

28	Blackberry RIM 8700, 7520 or approved equal	2,600	Each		
29	Software license	2,600	Each		

Notes:

1.Blackberry unit shall include battery, earpiece, travel charger, cables and software.

2.Blackberry unit shall be RIM 8700, 7520 or an approved substitute that is similar in physical size, weight and features

Description of any service limitations (attach separate sheet, if necessary)

TOTAL 1 THROUGH 29					

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL SHADED AREAS

103-FF04

Title: Wireless Service and Equipment

Buyer: Linda Leasburg-Kramer

Type or print in this box the complete name of the bidder:

NAME:

ITEM	DESCRIPTION OF ITEM	EST USAGE	UNIT	PRICE PER UNIT	MANUF. & MODEL #
	GROUP 1 - ALTERNATE				
	Items 30 through 45 to be awarded on a total low basis. Bidder must bid all items.				
	WIRELESS TELEPHONES: VOICE ONLY				
30	Unlimited Local and Long Distance Voice Service	2,880	Monthly Per Device		
31	Directory Assistance	2,880	Per Call		

Indicate manufacturer and model # for the following items. Please see notes for Model numbers and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

32	Basic wireless telephone [1,2]	2,380	Each		
33	Premium wireless phone [1,3]	500	Each		
	Items 34 through 35 are for information only and will not be considered in the total amount for Group 1 - Alternate				
34	Hands-Free vehicle kit for item 32	500	Each		
35	Hands-Free vehicle kit for item 33	150	Each		

	VOICE AND PUSH-TO-TALK				
36	Unlimited Local, Long Distance and Push-to-Talk Voice service	800	Monthly Per Device		
37	Directory Assistance	800	Per Call		

Indicate manufacturer and model # for the following items. Please see notes for Model numbers and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

38	Basic radio-phone	600	Each		
39	Premium radio-phone [1,3]	200	Each		
	Items 40 through 41 are for information only and will not be considered in the total amount for items in Group 1 - Alternate				
40	Hands-Free vehicle kit for item 19	100	Each		
41	Hands-Free vehicle kit for item 20	50	Each		

Notes:

1.Radio-telephone shall include battery,earpiece, desktop charger, and vehicle cigarette lighter adapter.

2.Basic radio-telephone shall be Motorola I58, V60P or an approved substitute that is similar in physical size, weight and features

Description of any service limitations (attach separate sheet, if necessary)

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL SHADED AREAS

103-FF04

Title: Wireless Service and Equipment

Buyer: Linda Leasburg-Kramer

Type or print in this box the complete name of the bidder:

NAME:

ITEM	DESCRIPTION OF ITEM	EST USAGE	UNIT	PRICE PER UNIT	MANUF. & MODEL #
	VOICE, PUSH-TO-TALK, AND DATA SERVICE				
42	Unlimited Local, Long Distance and Push-to-Talk Voice Service, Unlimited Data Messaging and Data Service	2,600	Monthly Per Device		
43	Directory Assistance	1,300	Per Call		

Indicate manufacturer and model # for the following items. Please see notes for Model number(s) and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

44	Blackberry RIM 8700, 7520 or approved equal	2,600	Each		
45	Software license	2,600	Each		

Notes:

1.Blackberry unit shall include battery, earpiece, travel charger, cables and software.

2.Blackberry unit shall be RIM 8700, 7520 or an approved substitute that is similar in physical size, weight and features

Description of any service limitations (attach separate sheet, if necessary)

TOTAL 30 THROUGH 45					

GROUP 2

	Items 46 through 48 to be awarded on a total low basis. Bidder must bid all items.				
	WIRELESS HANDHELD DATA SERVICE				
46	Unlimited Data Messaging	500	Monthly Per Device		

Indicate manufacturer and model # for the following items. Please see notes for Model number(s) and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

47	Blackberry RIM 8700, 7520 or approved equal	500	Each		
48	Software license	500	Each		

Notes:

1.Wireless handheld device shall include battery, earpiece, travel charger, cables and software.

2.Blackberry unit shall be RIM 7780, 7520 or an approved substitute that is similar in physical size, weight and features

Description of any service limitations (attach separate sheet, if necessary)

TOTAL 46 THROUGH 48					

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL SHADED AREAS

103-FF04

Title: Wireless Service and Equipment

Buyer: Linda Leasburg-Kramer

Type or print in this box the complete name of the bidder:

NAME:

ITEM	DESCRIPTION OF ITEM	EST USAGE	UNIT	PRICE PER UNIT	MANUF. & MODEL #
	GROUP 3				
	Items 49 through 51 to be awarded on a total low basis. Bidder must bid all items.				
	WIRELESS HANDHELD DATA SERVICE				
49	Unlimited Data Messaging	100	Monthly Per Device		

Indicate manufacturer and model # for the following items. Please see notes for Model number(s) and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

50	Microsoft Windows-based Wireless Handheld Device (TREO 680 or approved substitute)	100	Each		
51	Software license	100	Each		

Notes:

1.Wireless handheld device shall include battery, earpiece, travel charger, cables and software.

2.Device shall be TREO 680, or an approved substitute that is similar in physical size, weight and features

Description of any service limitations (attach separate sheet, if necessary)

TOTAL 49 THROUGH 51					

	GROUP 4				
	Items 52 through 57 to be awarded on a total low basis. Bidder must bid all items.				
	PUSH-TO TALK (TWO-WAY RADIO) ONLY				
52	Service Charge two-way radio airtime within the State of Florida local calling area. All plan minutes to be pooled among all users.	1,250,000	Monthly Per Device		
53	Excess radio airtime charge	5,000	Minutes		
54	Group call airtime charge (radio)	12,500	Minutes		
55	Unlimited text messaging	1,500	Cost per month		
56	Global Positioning System(GPS) tracking service[1]	1,500	Monthly Per Device		

Indicate manufacturer and model # for the following items. Please see notes for Model number(s) and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

57	Basic radio[2,3]	2,500	Each		

Notes:

1. GPS service shall include all necessary hardware and software to accomplish this function.

2.Radio shall include battery,earpiece, desktop charger, and vehicle cigarette lighter adapter.

3.Basic radio shall be Motorola i355, V60P or an approved substitute that is similar in physical size, weight and features

Description of any service limitations (attach separate sheet, if necessary)

TOTAL 52 THROUGH 57					

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL SHADED AREAS

103-FF04

Title: Wireless Service and Equipment

Buyer: Linda Leasburg-Kramer

Type or print in this box the complete name of the bidder:

NAME:

ITEM	DESCRIPTION OF ITEM	EST USAGE	UNIT	PRICE PER UNIT	MANUF. & MODEL #
	GROUP 4 - ALTERNATE				
	Items 58 through 61 to be awarded on a total low basis. Bidder must bid all items.				
	PUSH-TO TALK (TWO-WAY RADIO) ONLY				
58	Service Charge including unlimited two-way radio airtime and unlimited text messaging within the State of Florida local calling area.	2,500	Monthly Per Device		
59	Group call airtime charge (radio)	12,500	Minutes		
60	Global Positioning System tracking service[1]	1,500	Monthly Per Device		

Indicate manufacturer and model # for the following items. Please see notes for Model number(s) and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

61	Basic radio[2,3]	2,500	Each		

Notes:

1. GPS service shall include all necessary hardware and software to accomplish this function.
2.Radio shall include battery,earpiece, desktop charger, and vehicle cigarette lighter adapter.
3.Basic radio shall be Motorola i355, V60P or an approved substitute that is similar in physical size, weight and features

Description of any service limitations (attach separate sheet, if necessary)

TOTAL 58 THROUGH 61					

	GROUP 5				
	Items 62 through 65 to be awarded on a total low basis. Bidder must bid all items.				
	AIR CARDS AND MODEMS				
62	Flat Rate Air Time (Data Air Cards)	2,000	Monthly Per Device		

Indicate manufacturer and model # for the following items. Please see notes for Model number(s) and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

63	Air Card and Peripheral[1]	2,000	Each		

Notes:

1.Air Card Model: Sierra 775PC Card and shall include Net Motion Server License, Net Motion Client License and Maintenance and upgrades

Description of any service limitations (attach separate sheet, if necessary)

64	Flat Rate Air Time (Trunk Mounted)	2,000	Monthly Per Device		

Indicate manufacturer and model # for the following items. Please see notes for Model number(s) and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

65	Air Card and Peripheral[1]	2,000	Each		

Notes:

1.Air Card Model: Sierra 775 MP Rugged Modems Ruggedized for Trunk Mount Installation and shall include antenna, mounting hardware, 800 MHZ Coverage and Imteroperability, T-1 Circuits, Links and Installation Services

Description of any service limitations (attach separate sheet, if necessary)

TOTAL 62 THROUGH 65					

BID PROPOSAL FORM (FORMAT B)

PLEASE COMPLETE ALL SHADED AREAS

103-FF04

Title: Wireless Service and Equipment

Buyer: Linda Leasburg-Kramer

Type or print in this box the complete name of the bidder:

NAME:

ITEM	DESCRIPTION OF ITEM	EST USAGE	UNIT	PRICE PER UNIT	MANUF. & MODEL #
	GROUP 6				
	Items 66 through 73 to be awarded on a total low basis. Bidder must bid all items.				
	WIRELESS DATA "AIR CARD" SERVICE (data only)				
66	Service Charge including unlimited nationwide data.(1 to 500)	500	Cost per month		
67	Service Charge including unlimited nationwide data. (501 to 5000)	5,000	Cost per month		
68	Service Charge including unlimited nationwide data. (over 5001)	20,000	Cost per month		

Indicate manufacturer and model # for the following items. Please see notes for Model number(s) and minimum specifications. If vendor is offering an alternative model, specification sheets are requested to accompany this bid and samples may be required.

69	Wireless Air Card [1,2] (1 to 500)	500	Each		
70	Wireless Air Card [1,2] (501 to 5000)	5,000	Each		
71	Wireless Air Card [1,2] (over 5001)	20,000	Each		

Notes:

1.Air Card shall include software and antenna, if required.

2.Air Card shall be Sony Ericsson GC 83, Qualcom 3G CDMA, Merlin S620 or an approved substitute that is similar in physical size, weight and features

Description of any service limitations (attach separate sheet, if necessary)

	WIRELESS DATA "AIR CARD" SERVICE CDMA/EDGE PROTOCOL FOR SECURE LAW ENFORCEMENT DATA TRANSMISSION				
72	Service Charge including unlimited nationwide data.	250	Cost per month		
73	Wireless Air Card [1,2]	250	Each		

Notes:

1.Air Card shall include software and antenna, as required.

2.Air Card shall be Kyocera KPC 650, or an approved substitute that is similar in physical size, weight and features

Provider's wireless network shall meet Florida Department of Law Enforcement specifications. Description of any service limitations (attach separate sheet, if necessary)

TOTAL 66 THROUGH 73				

GROUP 7

Group 7 will be only be awarded to vendors receiving awards in Groups 1 through 5

Vendors are required to Supply a copy of Price List (hard copy, diskette or CD)

	BALANCE OF LINE				
74	% Off List for Balance of Accessories and Equipment		% Off List	Enter minimum % off	Enter name of Mfg and date of catalog submitted
75	% Off List for Balance of Services		% Off List	Enter minimum % off	Enter name of Mfg and date of catalog submitted

Bidder Information:

SALES REPRESENTATIVE

NAME
EMAIL
PHONE
FAX

CUSTOMER SERVICE

NAME
EMAIL
PHONE
FAX

ACCOUNTS RECEIVABLE

NAME
EMAIL
PHONE
FAX

Vendor should use the following checklist to assist with ensuring all documents have been submitted. Submission should include at minimum:

	YES	NO
Signed Bidders Qualification Form		
Vendor Information Sheet		
Sworn Statement - New Contracts		
Bid Proposal Form		
Occupational License		
Manufacturers Service Provider's Certification		
Statement on How Priority Service will be Provided		
Warranty Certificate for offered equipment		
Coverage Map		
Indemnification and Insurance (Awarded Vendors)		
PSC certificate		
Billing Sample		
Price List/Catalog		
Technical Sheets for items supplied as alternate		

BID SPECIFICATIONS

1.0 PURPOSE

The purpose of this bid is to establish, at firm unit prices, wireless voice services, voice and push-to-talk, voice, push-to-talk and data, data only and push-to-talk only service, various wireless data services and equipment purchases for Miami-Dade County Public Schools (M-DCPS) and Miami-Dade County (County) staff.
Additional goals of this Bid are to**:**

a. Decrease direct costs by obtaining pricing for wireless devices on a fixed flat fee per minute that reflects the actual air time used by an end-user and secure firm rates for fixed services where requested.

b. Streamline reporting and accounts payable processes by centralized and automated invoicing made available to the County and M-DCPS on a mutually acceptable electronic basis.

c. Decrease administrative costs for both the Vendor and public agency by establishing single points of contact between the public agency and the Vendor, standardizing equipment and accessory options, and centralizing equipment management**.**

d. Strengthen public safety and public services by obtaining broad coverage and high network accessibility throughout the State of Florida and particularly within Miami-Dade County.

2.0 PRE-BID CONFERENCE (RECOMMENDED):

A pre-bid conference will be held on April 20, 2006 at Miami-Dade County Public Schools School Board Administration Building, Auditorium, 1450 NE 2nd Ave, Miami FL at 10:00 AM. It is recommended that a representative of the firm attend in order to become familiar with the bid specifications. Responses to any questions submitted during the Pre-Bid will be posted at the Districts web site *http://procurement.dadeschools.net* (click on) *Bid Solicitation.* A Q&A link is provided to address all inquiries received. It is the bidders responsibility to monitor this site.

Bidders are requested to bring this Invitation To Bid package to the conference, as additional copies may not be available.

Multiple members of each entity may be present.
All official postings and communications will be made through
***Miami-Dade County Public Schools**, at the link listed above.*

3.0 PRICES SHALL BE MAXIMUM PRICES FOR TERM OF CONTRACT

Flat-Rate Prices proposed by awarded vendors cannot be increased during the term of contract. The exception to this shall apply to mandatory or regulatory charges affected by legislation. Other than adjustments specifically referenced or

market conditions due to Federal regulation, no price increases will be accepted during the initial term of the contract.

The County and M-DCPS are not obligated to accept new services or equipment offered by the vendor during the term of this agreement. Services and equipment offered to the County and M-DCPS will be in accordance with all other pricing and billing requirements in this solicitation.

All pricing offered to Miami-Dade County and Miami-Dade County Public Schools must be at or below that being extended to any other State or Governmental Agency with comparable enterprise requirements. All bidders must complete the Bid Proposal Form. Failure to comply with the requirements to complete each page of this section may render the Bidders submission as non-responsive

3.1 SINGLE POINT OF CONTACT

The Vendor shall coordinate new accounts; equipment and accessories through M-DCPS and the County's designated Coordinator(s). For Miami-Dade County Public Schools, Energy, Communication and Recycling Programs shall be responsible for providing all awarded vendors an active list and all updates that will include the Coordinators Name, telephone number and e-mail address. For Miami-Dade County, ETSD shall be responsible for providing all awarded vendors an active list and all updates that will include the Coordinators Name, telephone number and e-mail address. The Coordinator for each entity shall determine the requirements for a new user account including the wireless wireless devices along with additional features and accessories. Additionally, all promotions, sales calls, changes to service, and billing issues will be reviewed and authorized in writing through the Coordinator(s). The Vendor shall not present or sell services, equipment or accessories in connection to this Contract to any County or M-DCPS employee without first being directed to do so by the Coordinator(s). The Vendor shall provide to the designated Coordinator(s) a single point of contact for sales and service**. M-DCPS AND THE COUNTY WILL NOT BE HELD RESPONSIBLE FOR ANY CHARGES ON PRODUCTS OR SERVICES THAT ARE A DIRECT RESULT OF VENDOR NON-COMPLIANCE WITH THIS POLICY The Vendor shall also be required to provide the County written notification of any changes in this single point of contact.**

4.0 DIGITAL WIRELESS SERVICE

Only Digital wireless (wireless) services will be considered in this solicitation as a basic service. Therefore, only digital equipment will be accepted as the basic device, including related accessories and services. In addition, vendors are requested to provide:

- a current, published coverage map to indicate the counties, cities, states, or portions thereof, where they have digital wireless systems operating and providing at minimum 99.9% reliability;
- the digital protocol being used (e.g. TDMA, CDMA, GSM, GPRS, etc.) and the designation of all applicable TIA/EIA standard(s); and

- a listing of which equipment and/or services included in its bid is available with the digital wireless service (e.g. text messaging, internet access, paging).

Any County agency and M-DCPS or other eligible user of this contract who purchases wireless equipment and/or service and subsequently determines equipment and/or service is not satisfactory shall have the option to request an equipment exchange or full refund of purchase price within 30 days of activation**.**

The County and M-DCPS reserves the right to request awarded vendor(s) to refund the purchase price for new and non-activated wireless equipment for 45 days following initial delivery. This request may also include the option for exchange of new equipment to the prevailing current model or device.

The grade of wireless service provided to contract users with respect to circuit quality, reliability, call completion, and time of access shall be equal to that provided to other commercial subscribers within the wireless system's published service area. Furthermore, Vendor are requested to submit documentation as to how they will be able to provide priority service to emergency responders during periods in which network congestion may exist.

4.1 ADDITIONAL CHARGES/SURCHARGES

The vendor's response should not be subject to any service establishment charge, initial sign-up charge or any other charges including charges to change the existing service to new carrier.

Awarded vendors shall be responsible for the payment of all taxes and fees imposed by any local, state or federal government on the services provided to the M-DCPS and the County. The exception to this requirement is that the M-DCPS and the County will pay applicable mandatory regulatory charges payable by the end user imposed by the Federal Communications Commission (FCC) or the Florida Public Service Commission (FPSC**).**

<u>Pricing submitted by Vendors in response to any M-DCPS or County order request shall clearly specify all mandatory surcharges or taxes mandated by law that it proposes to pass on to the County and M-DCPS. The County or M-DCPS will not pay any surcharges not stipulated in writing, unless the FCC or FPSC has enacted them. Vendors are reminded that entities are classified as tax-exempt in some cases. Tax-exempt letters are available from each entity.</u>

4.2 WIRELESS CONDITIONS AND SPECIFICATIONS

All devices proposed are required to meet or exceed all conditions and specifications below. The following minimum requirements apply to all wireless devices**:**

A. Configuration: The portable wireless device shall be a single hand-held unit consisting of a handset/keypad with built-in transceiver, battery, and an antenna in new condition. The portable shall be supplied at a minimum, with an AC battery charger, and standard earpiece and vehicle cigarette lighter adapter.

B. Battery status or level indicator shall be included in the device.

C. Battery Type: Rechargeable, Lithium-Ion (Li-On) sealed battery, or the most current available technology (i.e. fuel cell, etc.)

D. Accessory (must be included in equipment listed on website): Spare battery, hands free microphone/ear plug and other equipment as available.

E. Wireless equipment must operate within the boundaries of frequency ranges established by the FCC and any other regulating body of the wireless industry for the successful vendor(s).

1. Technical Performance: Per FCC rules and EIA IS-19-B
2. Features (minimum):

- 12-button keypad (0-9, *, #) in handset.
- 25 number memory, 16 digits (minimum) per number stored.
- Controls and indicators as required to originate and receive calls and control main battery power on; Call in Progress (In Use), No Service, and roaming-digital service or analog only service.
- 7 character display with memory recall of all stored digits. Display shall be LED, Fluorescent, or backlit LCD.
- Call log listing missed calls, dialed calls, and received calls.
- Auto redial
- Ring silence settings for meetings
- Volume control
- An on/off switch

4.3 CUSTOM CALLING FEATURES

The vendor shall include the following custom calling features in the basic wireless phone service at no additional cost to the purchaser:

- Call Forwarding
- Call Waiting
- Three-way calling
- Voice Mail w/ pager notification
- Automatic roaming
- Caller ID (in digital service areas)
- State-wide roaming

Call forwarding must include the capability for the wireless phone user to forward unanswered phone calls to a phone number of the user's choice.

Call waiting must notify the wireless phone user of an incoming phone call while engaged in a phone conversation, and allow the user the ability to answer the call.

Voice mail must allow the wireless phone user the capability of having phone calls answered and messages recorded via an electronic answering device. The vendor shall provide the user the ability to replay recorded messages via the user's wireless phone and landline phone. The voice mail system must have the capability of storing a minimum of ten (10) messages at any one time. The use of these features shall be at the option of the purchaser.

4.4 WIRELESS HANDHELD DEVICE FUNCTIONAL REQUIREMENTS

A. Hand Held Devices

Criteria for Miami-Dade County and Miami-Dade County Public Schools handheld wireless device messaging:

- Provides wireless e-mail and Web access over nationwide wireless, packet-switched, narrowband PCS, data networks
- Integration into the existing MDC Enterprise Messaging Infrastructure (Microsoft Exchange)
- Encryption technology that meets FIPS 140-1 requirements
- Single mailbox integration using the existing e-mail addresses
- Mobile e-mail solution with a real-time link to the user's desktop e-mail
- Mobile personal information management functions with desktop synchronization
- End-to-end security including anti-spam and anti-virus services
- Enterprise Support
- Monthly Flat-rate unlimited pricing for data

<u>Technical Specifications (minimum):</u>

- 32 MB flash memory plus 512 Kbytes SRAM
- Built-in Microprocessor
- Modem: Embedded wireless modem
- Keyboard: Optimized mini keyboard
- Display: User-selectable 16 or 20 line display
- Notification: Tone, vibrate, in-screen or LED indicator
- Software: Integrated email and organizer software
- User Interface: Intuitive icons and menus
- Security: Password protected
- Battery: Internal rechargeable Lithium
- Charger: Device specific 120 volt AC charger. M-DCPS and the County currently support the Blackberry™ Wireless Solution and others compatible with MS Exchange to provide a robust secure infrastructure that supports communication with handheld devices over wireless networks to M-DCPS and the County's internal messaging infrastructure. M-DCPS and the County reserve the right to require that handheld devices be compatible with the standard messaging platform currently deployed.

B. Fixed Wireless Data Devices

AIRCARD:

OS SUPPORTED
Windows® 98SE, NT 4.0 SP 6a, Me, 2000, XP, Pocket PC, CE (4.1, 4.2)

SYSTEM REQUIREMENTS
- Card slots: 1 type II PCMCIA Card slot
- Processor: Pentium 150 Mhz or higher
- Memory: 32 MB
- Disk Space: 20 MB
- Disk Drive: CD ROM

MECHANICAL:
- PCMCIA Type II Card

ENVIRONMENTAL:
- Operating Temperature: -20 to +60 ^{o}C
- Storage Temperature: -30 to +85 ^{o}C
- Vibration: 15g peak, 10Hz to 2kHz

ADDITIONAL FEATURES:
- Class 12: speeds up to 216kbps max vs. class 10 devices offering speeds at 100kbps
- NDIS driver host interface
- Voice and Fax support
- SMS Messaging
- Dial-up Networking
- SIM Compatible

APPROVALS:
FCC, Industry Canada, PTCRB, CE, and eMark

SOFTWARE:
- Mobile Operator Branded Software

RUGGED MODEM:

OS SUPPORT**:**
- Notebooks: Windows® 2000, XP (serial or USB)
- Windows 98SE or NT4.0 SP6a (serial only)

PHYSICAL FEATURES**:**
- RS232 serial connector (DB9)
- USB connector
- 4-Wire headset connector (2.5 mm)
- I/O connector (DB15)

- GPS antenna connector (SMA)
- RF antenna connector (TNC)
- Reset button
- 4 status LEDs

ENVIRONMENTAL FEATURES**:**

- Operating temperature: -40° to +75° C
- (-40° to +167° F) Storage temperature: -40° to +85° C
- (-40° to +185° F) Vibration: MIL 202G, 810F, and SAE J1455
- Shock: MIL 202G, 810F, and SAE J1455
- Humidity: 95% RH non-condensing
- Splash: SAE J1455
- ESD: +/- 4 kV contact,
- +/- 15 kV air discharge as per
- IEC 61000-4-2
- Dust and salt spray resistant

APPROVALS:

- FCC, Industry Canada, PTCRB, CE, and eMark

VOLTAGE RANGE:

- 9 to 36 Vdc
- Designed for 12 volt and 24 volt automotive systems

4.5 WARRANTY REQUIREMENTS FOR EQUIPMENT

A. Type of Standard Warranty Coverage Required

The bidder is requested to supply a copy of the manufacturer and/or supplier's certificates of warranty with all offers that include equipment. If this written warranty is not provided at that time, the bidder may be given the opportunity to submit this document to M-DCPS and/or the County with-in five (5) days of request. The warranty certificates shall provide a comprehensive liability of all components that are covered under the standard warranty. M-DCPS and/or the County are requesting a standard warranty period of not less than twelve (12) months from the date of acceptance for the equipment. The warranty supplied by the bidder shall remain in force for the full period identified by the bidder; regardless of whether the bidder is under contract with either entity at the time of defect. Any payment by M-DCPS and/or the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under the Standard Warranty

If repairs and/or parts covered under the standard warranty become defective and must be repaired and/or replaced by the bidder, the bidder hereby understands and agrees to complete the repair and/or supply the

required parts, at no cost to M-DCPS and/or the County, within five (5) working days (Saturdays, Sundays, and Holidays excluded) after the request for such repairs and/or parts is made by a M-DCPS and/or County representative. Equipment found to be defective within thirty days of original activation shall be replaced with identical new equipment only.

If the bidder fails to complete the repair and/or supply the parts within this prescribed period, M-DCPS and/or the County may, at its sole option, take any of the following actions: (a) deduct a prorated amount for any flat rate service being charged on the defective part during the period repairs remains incomplete and/or the parts are not delivered or; (b) obtain the repair and/or parts from another vendor. If, in the course of exercising these options, M-DCPS and/or the County incurs additional costs, M-DCPS and/or the County shall charge the awarded vendor for the costs; either through a credit memorandum or through invoicing. Repeated failure to perform in this area will result in a non-performance report being issued against the awarded vendor. Issues that remain unresolved beyond any Notice to Cure may be considered grounds for default, per Instructions to Bidders, VI. AWARDS, E. DEFAULT.

C. Type of Warranty Coverage Required for Repairs and Parts

In addition to the standard warranty, it is hereby agreed and understood that all repairs and replacements parts supplied by the bidder shall be warranted for a minimum period of ninety (90) calendar days after the repairs and/or parts have been received and accepted by M-DCPS and/or the County.

D. Correcting Repeat Failures Covered Under the Warranty for Repairs and Parts.

If any warranty repair experiences a repeat failure within fifteen (15) calendar days following the repair due to faulty workmanship supplied by the bidder, the bidder hereby understands and agrees that it will repair the failure and incur any an all costs associated with the repeat failure within one (1) working day after notification of the failure by a M-DCPS and/or County representative. If the bidder fails to complete the repair and/or supply the parts within this prescribed period, M-DCPS and/or the County may, at its sole discretion, may deduct for each working day that the repair remains incomplete and/or the parts are not delivered; either through a credit memorandum, a deduction from an appropriate invoice from the bidder, or through a separate invoice from M-DCPS and/or the County.

4.6 WIRELESS LOCAL NUMBER PORTABABILITY (WLNP) -NUMBER CHANGE

M-DCPS and The County reserve the right to request WLNP. Cost of moving device number shall be accomplished at no additional cost to the County or M-DCPS. In addition to having primary responsibility for implementing any WLNP, the awarded vendor shall be required to implement the request within three (3) working days. Repeated failures to comply with this requirement may be

considered by the County and M-DCPS as “non-performance” and as such, grounds for removal from this Contract.

4.7 QUALITY CONTROL

In-building and in-vehicle coverage shall be provided throughout the local service area. Any service limitations shall be clearly stated on the bid and may result in disqualification, at the discretion of M-DCPS. M-DCPS and the County shall be entitled to credit for any dropped calls identified by the user. Upon notification by M-DCPS or the County, awarded vendor shall be required to work with M-DCPS and the County to correct said deficiencies. Failure to correct such deficiencies in a timely manner will result in a non-performance report being issued against the awarded vendor. Issues that remain unresolved beyond any Notice to Cure may be considered grounds for default, per Instructions to Bidders, VI. AWARDS, E. DEFAULT.

4.8 TRANSITION SUPPORT

Due to the large quantity of equipment and different locations involved, the successful bidder must allocate sufficient resources (including but not limited to on-site vendor personnel) to deliver and activate new equipment within 90 days of award of the bid. A Central Point of Contact will be identified for M-DCPS and the County for coordination of the Transition. Equipment shall be delivered to locations identified by each entity on the purchase orders. The vendor shall assist in programming new equipment, porting phone numbers and transferring user data from existing equipment. A Transition Plan listing priorities is attached as a guideline for the bidder.

4.9 INVENTORY LEVELS

The bidder shall maintain adequate stock of equipment and accessories to provide new equipment and/or service activation within three (3) working days of receiving the request from an authorized M-DCPS or County representative. In the event that an order cannot be filled within three days, the bidder shall provide loaner equipment, at no charge to M-DCPS or the County, until the order is filled.

The awarded vendor may be requested to maintain a three-percent (minimum two units) inventory of all wireless devices on M-DCPS and County premises for quick deployment of new activations and replacement of damaged/malfunctioning equipment. Inventory for warranty exchange of malfunctioning equipment shall be provided at no cost. A mutually acceptable program for managing warranty repairs and exchanges shall be established with the awarded vendors.

4.10 OPERATORS

Operators must be available 24 hours per day, 7 days a week, including holidays. The following operator services must be provided:

- Local and Long Distance Directory Assistance
- Caller Assistance
- Hearing impaired services through TDD interface

4.11 TRAINING

The bidder will provide training to designated M-DCPS and/or County representatives regarding equipment programming and technical aspects of their wireless telephones. The awarded vendor must provide a list of local authorized service centers for installation of vehicle kits and accessories. The awarded vendor must provide all software, cables and accessories available for programming and managing a large fleet of users.

5.0 CALL BILLING

Billing must begin when the called party goes off-hook and end at the nearest minute. Callers must not be billed for greater than the vendor's proposed rates and billing must be voided for incomplete calls.

5.1 EQUIPMENT AND FLAT RATE SERVICE

The Vendor shall provide a flat rate fee per minute for actual airtime for voice related services. This rate shall be inclusive of all access costs including but not limited to start-up fees, access fees, and disconnection fees. The rate shall also be inclusive of the standard feature sets of in State calls, voice mail, call forwarding, toll restriction, and caller ID.

For example, if wireless device number uses 93 minutes in a 30 day billing cycle, it should be billed 93 minutes times the flat per minute rate = X. If, in the next billing cycle, the same wireless device number uses 2 minutes, it should be billed 2 minutes times the flat per minute rate = Y. Long distance calling rates shall not be included in the flat per minute rate. A separate fee per minute rate will be requested for Long Distance rates outside the State of Florida calling area. International calling capability must be pre-approved by the appropriate entity Coordinator(s). International calling rates will be established through the Balance of Line provision, when needed.

Vendor's rates shall be fixed for the term of the contract. Note: Miami-Dade County and Miami-Dade County Public Schools shall be considered a MOST FAVORED COUNTY in this Contract, including airtime, equipment and accessories. Pricing being offered to Miami-Dade County and M-DCPS shall not exceed pricing being offered to other Counties or Governmental Agencies for equivalent services. Any special promotions, dealer incentive programs, price cuts, rebates, or warranty extensions offered to similar governmental accounts during the course of the contract shall be passed on to the MDCPS and the County as well as other participating public agencies

5.2 MONTHLY BILLING:

The vendor(s) shall submit monthly invoices on a timely basis, no later than the seventeenth (17th) calendar day of each month to each entity as noted on the purchase orders. Miami-Dade County invoices shall be submitted to the ETSD Billing Section and as may be directed, to authorized County user department(s) that requested the service through a purchase order. Miami-Dade County Public Schools invoices shall be submitted to District Communications Management, 1450 NE 2nd Ave, Room 548, Miami, FL 33132. An electronic copy shall additionally be provided to M-DCPS. The electronic billing format must be approved by M-DCPS. The invoices shall reflect the type of service provided to the County and/or M-DCPS in the prior month.

All invoices shall contain the following basic information:

I. Vendor Information:
- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County and M-DCPS Information:
- Appropriate entities Release and/or Blanket Purchase Order Number

III. Wireless telephone service information:
- Itemization of the date, time of day, duration, number called, airtime rate, total cost of each call, and total airtime cost charged to each wireless telephone;
- Itemization of all charges including, but not limited to, basic monthly service, roaming, long distance, directory assistance, applicable government fees or taxes, and special services;
- Summary statement listing each wireless number, total calls placed/received, total airtime cost (peak and off-peak, if applicable), and total monthly charge;
- Summary statement for the grand total of all M-DCPS numbers listing basic monthly service, calls placed/received, airtime billed (peak and off-peak, if applicable), etc.

Monthly bills for radio-only and integrated two-way radio/wireless telephone service shall include the following:
- Itemization of group calls including: date, time of day, duration, units called, airtime rate, total cost of each call, and total airtime cost charged to each two-way radio;
- Itemization of wireless telephone calls including: date, time of day, duration, number called, airtime rate, total cost of each call, and total airtime cost charged to each wireless telephone;
- Itemization of all charges including, but not limited to, basic monthly service, roaming, long distance, directory assistance, applicable government fees or taxes, and special services;
- Summary statement listing each two-way radio/wireless telephone unit, total calls placed/received, total radio airtime cost, total telephone airtime cost, and total monthly charge;
- Summary statement for the grand total of all M-DCPS radio/telephones listing basic monthly service, calls placed/received,

airtime billed, etc.

VI. The successful bidder shall provide bills in paper copy and electronic media. The County and M-DCPS must approve the billing format.
- Failure to submit invoices in the prescribed manner will delay payment.
- Unresolved this may serve as the basis for vendor being considered in default and its right to participate in this contract may be terminated.

5.3 ADDITIONAL BILLING REQUIREMENTS

In addition to requirements detailed in 5.2 – MONTHLY BILLING, awarded vendors must also comply with the following requirements for the M-DCPS, Energy, Communication and Recycling Programs and/or County ETSD Billing Section:

1. Invoicing must be provided on a monthly basis for services rendered to each County and/or M-DCPS location.

2. The Vendor will directly bill eligible users at each entity for all services. Detailed usage billing is a requirement of this bid. Detailed billing, as a minimum, must include:

   - Invoice date
   - Number being billed
   - Date and time
   - Outgoing phone number, city, state and county if applicable
   - Call duration
   - Amount charged
   - Tax amounts when applicable
   - Any applicable discounts

3. The Vendor invoice should mimic the current invoice format Master Account with Sub-Accounts for the County. A copy setup will be provided for billing purposes to any and all awarded vendor(s) under this Contract. Formats for M-DCPS will be reviewed with awarded vendor.

4. The Vendor shall provide an electronic version of the monthly call detail/invoice associated with the use of wireless airtime by wireless number to the designated coordinator(s). The vendor shall provide the electronic invoice in two forms: 1) web access and 2) a mutually agreeable electronic format for subsequent upload into databases for analysis. The electronic format of the invoice must include all items required under section 2.15 and 3.25. Invoice shall also be available via hardcopy. Requirements for web access will include; security, password encryption, password accessibility levels, 24x7 technical support, and support Microsoft IE 6 or greater, 128bits and comma separated value (CSV). Note: Web page must include features, pricing, pictorial view of phones and accessories. The County and M-DCPS reserve the right to require monthly billing and usage available via the web for each digital subscription <u>on a real time basis, if available.</u>

In addition to the above, detailed monthly billing must include model numbers, serial or service order numbers, equipment charges, account number, bill number and/or invoice number, bill date, due date, bill remittance address and a summary record. The summary record will include payments applied since the previous bill, adjustments, sub-total of current charges and net amount due. The electronic file must have search feature capabilities and the file should have print capabilities**.**
Note: A copy of the proposed billing format which complies with the requirements of these Technical Specifications is requested to be submitted as part of the bid submittal package. The ETSD Billing Section, any County Departments and M-DCPS departments designated under this Contract must receive notification of data and billing changes in writing, 90 days in advance.

5. ”Late charges” where no pending disputes exist, may be assessed to the County and M-DCPS for delays in payment for services in accordance with State Statutes. The awarded vendor may not withhold or terminate services to M-DCPS and/or the County at any time outside of the terms and conditions of this agreement.

6. If prompt pay terms are offered, payment terms will be based on the date the invoice is received by the appropriate M-DCPS and/or County Accounts Payables contact as defined in the billing section. M-DCPS and the County request the vendor consider the following prompt payment terms:

   1 to 10 days 2%
   11 to 20 days 1.5%
   21 to 30 days 1%

7. The ETSD Billing Section, any County Departments and M-DCPS departments designated under this contract must receive paper invoices and the billing data no later than five to seven workdays after the cut-off date.

8. Billing data must be accompanied by written transmittal summary indicating account number, current and past due charges.

9. Totals for records and charges printed in the paper invoices and the electronic billing data must match. In the event of <u>timing differences, such invoices shall be considered to be in dispute by M-DCPS and/or the County until such time as the Vendor resolves the issue.</u>

11. After the contract award, a post-award meeting with both M-DCPS and the County will be required to discuss and arrange for billing and data requirements included in this Billing Section of this solicitation**.**

Please refer to additional account and billing requirements for Public Safety Communications referenced in Section 7.2

THE COUNTY AND M-DCPS RESERVE THE RIGHT TO CONTRACT THE SERVICES OF A QUALIFIED 3RD PARTY CONSULTANT AT ANY POINT

DURING THE INITIAL TERM OR RENEWAL OF THIS CONTRACT. THIS CONSULTANT MAY BE ASKED TO ASSIST IN TERMS OF WIRELESS MANAGEMENT; BILLING OR LIFE CYCLE COST ANALYSIS. SHOULD THIS OCCUR, AWARD VENDORS WILL BE NOTIFIED IN WRITING AND THE PRECISE ROLE AND LEVEL OF RESPONSIBILITY OF THE NAMED CONSULTANT WILL BE PROVIDED

5.4 WIRELESS FRAUD

M-DCPS and the County shall not be responsible for payment of any charges resulting from fraud. The vendor shall not require personal identification numbers as a fraud deterrent when placing two-way radio or wireless telephone calls.

5.5 REBATES AND SPECIAL PROMOTIONS

The vendor(s) shall pass on all rebates and special promotions offered by a manufacturer during the term of the contract to M-DCPS and the County. It shall be the responsibility of the vendor to notify M-DCPS and the County of such rebates and/or special promotions during the contract period.

The vendor(s) shall offer special promotions to M-DCPS and the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

The awarded vendor will be expected to process any forms required to validate rebates or special offers on behalf of each agency.

5.6 SUBSTITUTION/NEW TECHNOLOGY DURING CONTRACT TERM

Substitute brands or models may be considered during the contract period for discontinued models. Additionally, the vendor may make new wireless cellular device models available as introduced to the market. The bidder shall not deliver any substitute or new technology device item as a replacement to an awarded brand or model without express written consent of Procurement Management, Miami-Dade County Public Schools and/or Department of Procurement Management, Bids & Contracts Division, Miami-Dade County, prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to default the contract. The Vendor shall allow a user to change its wireless device without penalty**.**

5.7 ACCESSORIES AND SERVICES

Accessories and Service offerings will only be accepted from Vendors awarded within their specific award group. M-DCPS and the County reserves the right to

accept or reject any individual item(s) or all items offered as an Accessory or Service**.**

Vendors are requested to offer a minimum fixed discount on all Accessories and Services. These fixed discounts shall reflect a minimum savings of fifteen percent (15%) or greater from the Vendor's pricing based on published MSRP. It is the intent of this Contract that by greatly expanding Accessories and Services, all eligible contract users will have a much greater variety of equipment and services from which to choose. Further, Vendors will be required to update their accessories and service offerings as new equipment and/or services become available. Equipment shall be most recent model available.

The prices and/or discounts provided shall include the cost for the hardware or device, delivery, services, programming, and initial system setup. Any services and repairs or maintenance not covered by standard warranty must be specified at the time of offering.

6.0 EMERGENCY RESPONSE AND NATURAL DISASTERS

Awarded vendor(s) supplying services under this Contract, agree to provide, at no additional cost beyond the established price for flat rate (airtime) services, a maximum of one hundred (100) entry level active cellular telephones upon written M-DCPS and/or County request during natural disasters and/or periods of emergency, as declared by State and local emergency preparedness agencies. Devices will be for deployment within various eligible M-DCPS and/or County agencies during natural disasters and/or periods of emergencies. If more than one vendor is awarded a contract, M-DCPS and/or the County will make every effort to request equipment on an equitable basis among the awarded vendors. The devices provided hereunder shall be returned to the vendor at termination of the emergency period in good working condition, ordinary wear and tear accepted. Lost or damaged devices shall be billed to M-DCPS and/or the County, at full replacement value, established at the time of delivery.

The County reserves the right to extend this provision to cover other major county events and special needs (i.e. Countywide elections or Convention event where there are expressed Public Safety considerations)

6.1 DISASTER RECOVERY

In the event of a Hurricane or declared natural disaster an awarded vendor may be requested to provide a Dedicated Disaster Recovery TEAM. This special team deployed during disasters and emergencies must be prepared to network technicians and support staff with mobile generators and portable transmission sites to the hardest-hit areas, to reinforce wireless coverage for M-DCPS and/or County emergency agencies/operations.

6.2 COVERAGE REQUIREMENTS

Voice Coverage Acceptance Test Plan (VCATP)
M-DCPS and the County reserve the right to conduct a formal voice coverage acceptance test to validate vendor COVERAGE as a condition of confirming this contract or award recommendation. For the purposes of this VCATP, the County will be divided into five geographical regions: Downtown, North, West, East, and South. M-DCPS and the County may conduct tests to validate coverage within each of the five geographical regions. Any coverage deficiency found during testing will be brought to the immediate attention of wireless vendor for validation.

The vendor is requested to also provide documentation with the submission to indicate Florida based nationwide coverage. Documentation should list the major markets included (current population greater than 500,000)

In addition to coverage within Florida for Dade, Broward, Monroe and Palm Beach, the vendor is required to provide reliable service within the specifications defined for the following counties:

Alachua, Bay, Bradford, Brevard, Charlotte, Collier, De Soto, Duval, Escambia, Flagler, Franklin, Glades, Hernando, Hendry, Highlands, Hillsborough, Indian River, Lee, Leon, Manatee, Marion, Martin, Nassau, Okaloosa, Okeechobee, Orange, Osceola, Polk, Volusia, Pasco, Pinellas, , Sarasota, Seminole, St. Lucie, St Johns, Union, Walton,

For purposes of this agreement a minor coverage deficiency is defined as a coverage deficiency that results in little or no impact on the safety of first responders or ability for M-DCPS and/or the County to deliver services. And is isolated to a small geographical area equal to less than one square mile within unincorporated or incorporated Miami-Dade County with no impact to any M-DCPS and/or County facility.

For purposes of this agreement a major coverage deficiency is defined as a coverage deficiency that impacts the safety of first responders and the ability for M-DCPS and/or the County to deliver services; and impacts a substantial geographical area more than one square mile within unincorporated, incorporated Miami-Dade County that directly impacts a M-DCPS and/or County facility.

Vendor is requested to provide County voice coverage maps and demonstrate adequate coverage, signal strength & capacity across the entire geographic COUNTY area:

a. Vendors will be requested to show the evaluation team their coverage/signal strength maps for the COUNTY.
b. Additionally the COUNTY will require each vendor to provide 20 phones from types 1, 2 and 3 being proposed for up to 30 days to allow the evaluation team to validate signal strength across the COUNTY.

c. Both types of phones will be tested within M-DCPS and/or the County buildings and additional locations throughout the COUNTY. If signal strength is adequate outside certain buildings but weak within, the County may request the awarded vendor to install a repeater (or other mechanism for improving signal strength) within the building at awarded vendor's cost to resolve the problem.

The condition to successfully pass VOICE COVERAGE ACCETANCE TEST PLAN vendor must not receive MORE THAN 8 MINOR DEFICIENCIES AND NO MORE THAN 2 MAJOR DEFICIENCIES within each of the five geographical regions tested. And after combining the minor deficiencies and major deficiencies totals noted for all five geographical regions vendor should not receive MORE THAN 40 MINOR DEFICIENCIES AND NO MORE THAN 10 MAJOR DEFICIENCIES. Deficiencies in excess of those defined above may result in the vendor not receiving an award.

Awarded vendors will be requested to work with M-DCPS and the County to correct coverage deficiency determined by the VCATP.

Data Coverage Acceptance Test Plan (DCATP)

M-DCPS and/or the County reserve the right to conduct a formal data coverage acceptance test to validate vendor COVERAGE as a condition of confirming this contract or award recommendation. For the purposes of this DCATP, the County will be divided into four geographical regions: Downtown, North, West, East, and South. M-DCPS and/or the County will conduct tests to validate coverage within each of the five geographical regions. Any coverage deficiency found during test will be brought to the immediate attention of wireless vendor for validation.

Vendor is requested to provide County data coverage maps and demonstrate adequate coverage, signal strength & capacity across the entire geographic COUNTY area equal to the existing 800 MHz Ericsson radio systems. Vendor is requested to demonstrate seamless roaming and provide a minimum guaranteed speed of 80 – 130 kpbs.

a. Vendors will be requested to show the evaluation team their coverage/signal strength maps for the COUNTY.
b. Additionally the COUNTY will request each vendor to provide 20 air cards and rugged modems being proposed for up to 30 days to allow the evaluation team to validate signal strength across the COUNTY.
c. Both devices will be tested throughout the COUNTY. If signal strength is adequate outside certain buildings but weak within, the County may request the awarded vendor to install a repeater (or other mechanism for improving signal strength) within the building at awarded vendor's cost to resolve the problem.

Awarded vendors will be requested to work with M-DCPS and the County to correct coverage deficiency determined by the DCATP.

6.3 NETWORK AVAILABILITY

The bidder is requested to submit a statement on Company letterhead with documents required that describes your criteria for network accessibility, specifically around peak times, regional emergencies, and measures taken to insure capacity (i.e. non-Miami-Dade County).

Include a diagram and or written description of how you will maintain service during an electrical utility power outage. Describe this for your central office and for additional wireless sites.

Provide a copy of your firm's plan for back-up power system at your central offices, and whether it is owned or shared. If shared, provide information on the sharing agreement(s). This should include Information on network monitoring activities being performed by your network operations center along with their hours of operation?

Your Company statement is requested to also include a description of your disaster Recovery Plan, including redundancy and fail over protection. Please detail any events that have occurred which have made your network unavailable to some or all of your customers even for short periods in limited areas). Please describe what steps if any you have taken to improve network access during emergency events (such as a major hurricane).

6.4 SYSTEM OUTAGES

Awarded Vendors are requested to provide interim service if a network or operator services failure is experienced with-in two (2) hours. In the event of a natural disaster, Awarded Vendor agrees that the issue of restoration and functional use of wireless services being provided to the M-DCPS and the County will be escalated to the highest priority level within their network. This is required in the interest of Public Safety in accordance with applicable FCC Guidelines. M-DCPS and/or the County will require a regional notification report of any internal system failure, which should include an action plan and estimated timeline for resolution. The Vendor is requested to submit this report to M-DCPS and/or the County within 15 minutes of the event or service failure.

7.0 GOOD CORPORATE CITIZEN: - DIAL-A-LIFE PROGRAM

The Dial-A-Life Program is a Miami-Dade County initiative dedicated to collecting used, disconnected digital wireless phones and reprogramming them so at-risk County residents can call 911 and get emergency help immediately. The program is designed to help improve the safety of the elderly, the disabled, domestic violence victims and the less fortunate in Miami-Dade County by enabling them to Dial-A-Life. Vendors who are awarded under this wireless contract and are providing services to the County are requested to participate by providing (50) wireless devices (type 1 or similar) in either new or used condition with batteries and wall chargers to help with the program on a quarterly basis. The County will be responsible for all programming and will in turn provide each contributing Vendor with a receipt to verify their donation based upon an established fair market value for tax deduction purposes.

7.1 THREE (3) DIGIT SERVICES

311 Service is a three digit abbreviated dialing arrangement for accessing non-emergency police and other government services in a particular jurisdiction and it is pursuant to Order by the Federal Communications Commission (FCC) in CC Docket 92-105.

Miami-Dade County will provide the vendor with a single toll free number to which all 311 calls are to be translated ("Termination Number"). Miami-Dade County certifies that the Termination Number will allow callers from anywhere within the jurisdiction of Miami-Dade County to complete calls on a toll-free basis and will indicate in any advertising that air time charges may apply.

Awarded vendors under this Contract shall be required to provide reliable access to 311 dialing service within the jurisdiction of Miami-Dade County. This requirement shall remain in effect during the entire term of contract.

In addition to 311, the County requires will require any awarded vendor to provide the ability to access any recognized three (3) digit dialing service

7.2 COUNTY PUBLIC SAFETY COMMUNICATIONS

Miami-Dade County Police (MDPD), Miami-Dade Schools Police (MDSPD) and Fire Rescue (MDFR) departments have a public safety component in their communications requirements. The vital role of MDPD and MDSPD (Law Enforcement) and MDFR (First Responders) in serving the Citizens of the County mandates that service providers as an awarded vendor comply with the following items:

Confidentiality of Wireless Information and Records
Due to the sensitive nature of MDPD and MDSPD activities (i.e. investigations, homeland security, etc.) all wireless MDPD and MDSPD account information, including but not limited to numbers issued and detailing billing records will be considered as confidential in nature.

Secure Billing Records (Designated MDPD AND MDSPD personnel only)
MDPD AND MDSPD requires secure method to access wireless phone account information, usage, and billing records. MDPD AND MDSPD will designate in writing those personnel to have direct access to wireless phone account information, usage, and billing records. These records must be isolated from the main or general billing accounts.

Wireless emergency telephone number "E911."
Under Florida Statute 365.172, wireless telephone service providers are required by the Federal Communications Commission (FCC) to provide wireless enhanced 911 (E911) service in the form of automatic location identification and automatic number identification pursuant to the terms and conditions set forth in

an order issued by the FCC. The County reserves the right to terminate the services of any awarded Vendor not in compliance with this item.

Public Safety - Single Point of Contact
MDPD AND MDSPD & MDFR require immediate access to wireless provider in the event of a local emergency for regular business. The awarded provider will be required to assign a single point of contact for Police emergencies. This is not associated with County disaster or Emergency Operations Center (EOC) activation.

On-Site Staff at the Emergency Operations Center (EOC)
The awarded wireless provider may be required to assign site staff for the Miami-Dade EOC during official activations. Assigned personnel may be required to remain on-site during Miami-Dade EOC activations that are level 3 in nature as the designated single point of contact during the declared emergency or nature disaster.

Wireless Provider to Priority Calling and Service Activation
Wireless provider in the event of an emergency is to provide all designated MDPD, MDSPD, MDFR, EOC, County VIP's and employees with critical job duties with Priority Calling prior or immediately following disaster/emergency event. Wireless provider must be able to activate equipment and services within 24 hours after request in the event of County disaster/emergency.

MIAMI-DADE COUNTY AND MIAMI-DADE COUNTY PUBLIC SCHOOLS
CURRENT SERVICE PROFILE

One of the stated objectives of this project will be to create a streamline reporting system. A subset of this reporting system will be the availability of centralized data to both monitor the use of and to plan for the expanding needs for cellular (wireless) services for the County on an enterprise basis. Based on a current centralized reporting of County usage from over 50 departments including projections for other major users, combined with usage pattern from MDCPS the profile of service traffic for one month should exceed 3,694,000 airtime minutes. The breakdown by agency is as follows:

- COUNTY(M-DC): 2,388,000
- M-DCPS: 1,306,150

Device Type	Devices		Monthly Minutes		Total Devices	Total Minutes
	M-DC	M-DCPS	M-DC	M-DCPS		
Voice Only	2,610	270	1,570,800	135,000	2,880	1,705,800
2 Way Radio Only	0	1711	0	427,750	1711	427,750
Voice – 2 Way- Data	1,362	1,239	817,200	743,400	2,601	1,560,600
Data Only	347	0	UNLIMITED	UNLIMITED	347	UNLIMITED
Air Cards	2,300	144	UNLIMITED	UNLIMITED	2,444	UNLIMITED

Estimated requirements for projected usage are illustrated in Bid Proposal Form and are broken down by device types as defined in section 2.6 Method of Award. While the requirements for wireless usage are projected to increase, the County and MDCPS cannot guarantee that this traffic will be the same in the future or for any other month nor does it guarantee any Minimum Annual Commitment (MAC) on the part of either entity.

TRANSITION PLAN CHART

M-DCPS and the County will work with the awarded vendor(s) to optimize the transition for each entity. The following is provided to allow the vendor an understanding of each entities priorities.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

Transition Plan – for Aircards and Modems	
Phase 1	**First 10 Business days**
1-1	School Administration
1-2	
Phase 2	**Business days 11-30**
2-1	Maintenance
2-2	Transportation
Phase 3	**Business days 31-60**
3-1	Regions 1-3
3-2	Regions 4-6

MIAMI-DADE COUNTYPUBLIC SCHOOLS

Transition Plan – for Aircards and Modems	
Phase 1	**First 120 Business days**
1-1	Miami-Dade County Public Schools Police
Phase 2	**Business days 121-180**
2-1	Remaining County Departments / Agencies

MIAMI-DADE COUNTY

Transition Plan – Groups 1-3 for Handheld Devices	
Phase 1	**First 10 Business days**
1-1	Miami-Dade Police
1-2	Miami-Dade Fire Rescue
1-3	Emergency Operations Center
1-4	Mayor's Office
1-5	Board of County Commissioners
1-6	County Managers Office
1-7	County Attorneys Office
Phase 2	**Business days 11-30**
2-2	Office of Strategic Management and Budget
2-3	Public Works
2-4	Team Metro
2-5	Water & Sewer
2-6	Corrections
2-7	Clerk of Courts
2-8	Administrative Office of the Court
2-9	Building
2-10	Planning & Zoning
2-11	Animal Services
Phase 3	**Business days 31-60**
3-1	Remaining County Departments / Agencies

MIAMI-DADE COUNTY

Transition Plan – Groups 4- for Aircards and Modems	
Phase 1	**First 120 Business days**
1-1	Miami-Dade Police
Phase 2	**Business days 121-180**
2-1	Remaining County Departments / Agencies