



The School Board of Miami-Dade County, Florida
 SCHOOL BOARD ADMINISTRATION BUILDING
 Procurement Management Services
 1450 N.E. 2 nd Avenue, Room 352
 Miami, Fl. 33132

Direct All Inquiries To
 Procurement Management Services
 L. Leasburg-Kramer, Supervisor
 PHONE: (305) 995-1364
 TDD PHONE: (305) 995-2400

BID/RFP ADDENDUM

Date: July 27, 2005
 Addendum No. 2

BID/RFP No.: 102-EE04
 BID/RFP TITLE: On-Site Service for Telephone Equipment

This addendum modifies the conditions of the above referenced BID/RFP as follows:

- 1) Change Opening date to August 4, 2005. New Bidder Qualification Form Attached
- 2) Change Specification 5.1 (see new page 5 of 21) and add Specification 22.0 Protection and Security
- 3) Responses to questions received.
- 4) Additional Equipment Information

The attached pages containing clarifications, additional information and requirements constitutes an integral part of the referenced bid.

- 1 If your bid/proposal has not been mailed, substitute the pages marked REVISED and mail your entire bid/proposal package. **REMEMBER TO SIGN THE BIDDER QUALIFICATION FORM.**

OR

2. If your bid/proposal has been mailed, sign and return this addendum form with the revised pages by the time and date indicated on the revised Bidder Qualification Form.
BY SIGNING THIS ADDENDUM, THE VENDOR AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THE BIDDER QUALIFICATION FORM AND ALL RELATED BID DOCUMENTS.

I acknowledge receipt of Addendum Number 1.

PLEASE NOTE: If your firm has mailed a copy of this bid/proposal to another vendor, it is your responsibility to forward them a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE ZIP CODE: _____

TELEPHONE NUMBER: _____ E-MAIL I.D. _____ FAX # _____

BY: SIGNATURE (Manual): _____

OF AUTHORIZED REPRESENTATIVE
 NAME (Typed)- _____ TITLE: _____

OF AUTHORIZED REPRESENTATIVE



BIDDER QUALIFICATION FORM

BID NO. _____

BID TITLE _____

Direct all inquiries to Procurement Management Services:

BUYER NAME: _____

E-MAIL ADDRESS: _____

PHONE: (305) _____

FAX NUMBER _____

TDD PHONE (305) 995-2400

Bids will be accepted until 2:00 PM on _____ 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 Bids may not be withdrawn for _____ days after opening.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** _____

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.: _____
BID TITLE: _____
BID OPENING DATE: _____

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*.

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4. Explain the availability of remote diagnostics and alarm monitoring. Indicate if a dedicated 1FB line or any other type of connection is needed to provide the remote service.
5. Explain the bidder's relationship to various manufacturers, specifically the relationships, if any, to Avaya and Nortel Networks.
6. The location of the bidder(s) local repair facilities.
7. Bidders need to indicate what percentage their local workload would increase in the event they were awarded this bid.
8. In order to be considered for this bid, the bidder(s) must have access to the following items from the manufacturers they are bidding, i.e.: Avaya or Nortel Networks.
 - a. Manufacturer training of service personnel.
 - b. Manufacturer return parts authorization.
 - c. Throughout the duration of this contract, the vendor shall possess, or have immediate access to all OEM registered software and be capable of providing support as required.
 - d. Manufacturer technical assistance services at progressive levels, including highest levels, and products.

Failure to submit may result in the bid not to be considered for award.

5.0 CONTRACTOR'S RESPONSIBILITIES

- 5.1 It is understood and agreed that the contractor is solely responsible for all parts and labor provided by this contract. For any items purchased under this contract, while during the warranty period, all software upgrades, dot releases, patches and fixes, exclusive of installation fees, shall be provided to the District at no additional cost. For items purchased prior to this contract or out of warranty on the new contract, patches and fixes, exclusive of installation fees, shall be provided to the District at no charge. All software upgrades, dot releases, patches, and fixes must be tested and approved by M-DCPS, ITS staff, prior to installation on M-DCPS equipment/systems and will be scheduled in coordination with ITS staff. Priorities will be given to updates critical to system functionality.
- 5.2 Contractor must maintain an inventory of spare parts for all equipment-covered, for the duration of the contract, and applicable warranty period, for items obtained through this contract. In the event a contract is awarded for only one of the manufacturers, then only spare parts for that particular manufacturer will be required.
- 5.3 Employees of the contractor must be technically competent, appropriately manufacturer's certified and trained, and physically able to perform the work. The vendor is required, and shall have the capability, to simultaneously perform all work described herein at multiple locations throughout Miami-Dade County, in order to meet the performance levels in Section 9.0 - PRIORITIES FOR SERVICE
- 5.4 All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the company's name and either a physical description or a photograph of

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notify USAC so that they may take any additional steps available to them to prevent waste, fraud and abuse within the program.

- 18.7 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.

19.0 ASSIGNMENT OF CONTRACT

The contractor may not assign their rights under this contract without the prior written approval of the Board. However, no assignment shall relieve the contractor of any of their obligations under this contract. The contractor may not assign or transfer their performance obligations under this contract to any other individual, firm or corporation.

- 20.0 NON-EXCLUSIVITY:** MDCPS reserves the right to procure the items herein described in any manner it sees fit, including, but not limited to, awarding of other contracts, use of contracts awarded by the State of Florida, any other county, or municipality, whichever is considered to be in the best interest of the Board. The successful vendor agrees to this condition by signing its' bid.

21.0 NOTICE

Any notice or communication between M-DCPS and the contractor must be in writing and forwarded to the respective addresses that will be determined upon award of a contract.

22.0 PROTECTION AND SECURITY

The Board acknowledges that the program materials (Software) constitute a valuable asset and trade secret of the manufacturer's and that the manufacturers have a proprietary right and interest in and to the program materials (Software) and that any information with respect thereto is confidential. Accordingly, the Board agrees as follows that:

- a. The system materials (Software) purchased shall not be used for the benefit of any entity, including but not limited to any School District, other than the Board's and/or on any system other than the Board's.
- b. The Board shall not, without prior written permission from manufacturer sell, assign, transfer or otherwise make available for any purpose, whether

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gratuitously or for valuable consideration, the system materials (Software) or any other documentations, models, description, forms, or instructions or other information relating thereto, to any individual, business organization, governmental body or third party of any nature other than authorized employees of the Board.

Question:

1) Given that the Schools are more interested in replacement parts than Remanufactured parts, and that many of the parts in Category II are MD'd, please consider using the updated list of available parts for bid responses

Response:

The District will not be revising its price list in Groups I, II and III. Additional items as required will be purchased through the % off list asked for in the bid against the price catalog submitted by the vendors.

Question:

For hardware repair transactions, it is highly recommended that the schools accept remanufactured equipment with 12 month warranties instead of just new equipment. This will lower the flat rate call price dramatically.

Response:

For new equipment purchased under this contract, it is expected that new parts be used during the warranty period. With notification to and approval by MDCPS, refurbished parts may be used for systems out of warranty. Refurbished parts must have the same warranty as new parts.

Question:

For 5.1 it is highly recommended that for reasons stated before, that only patches and fixes be covered in this section. Mention of any software upgrade is equally damaging.

Response:

Language in 5.1 was changed to remove dot releases from systems purchased prior to this contract.

- 5.1 *It is understood and agreed that the contractor is solely responsible for all parts and labor provided by this contract. For any items purchased under this contract, while during the warranty period, all software upgrades, dot releases, patches and fixes, exclusive of installation fees, shall be provided to the District at no additional cost. For items purchased prior to this contract or out of warranty on the new contract, patches and fixes, exclusive of installation fees, shall be provided to the District at no charge. All software upgrades, dot releases, patches, and fixes must be tested and approved by M-DCPS, ITS staff, prior to installation on M-DCPS equipment/systems and will be scheduled in coordination with ITS staff. Priorities will be given to updates critical to system functionality.*

Question:

Please confirm if T&M will be based on the appropriate hourly rate AND (if necessary) items listed in category I, II, and III

Response:

Time and Materials will be based on the prices submitted in Groups I, II and III of bid.

Question:

We would like to ask the following additional questions in response to Addendum No. 1:

1) 5.0 Contractor's Responsibilities, 5.1 -

a) "For any items purchased...", please define the word items.

Response:

Item should be defined as any item subject to patches fixes firmware or software updates of any kind.

Question:

b) "For items purchased prior to this contract ...," are you referring to items which have been purchased from any vendor since the inception of the relationship with a manufacturer? This can realistically go back several years. We are concerned about this verbiage since, in a worst case scenario, there will be over 300 systems, within 5 yrs time, which will require updating for dot releases, patches, and fixes at no charge to M-DCPS. This will significantly increase the liability to the bidder. Can this be limited to the 3 month warranty period for the system software, and one year warranty period for the hardware?

Response:

Language in 5.1 was changed to remove dot releases form systems purchased prior to this contract. Patches and fixes which, are released to insure system functionality and security by the manufacturer, will be required for all systems.

5.1 It is understood and agreed that the contractor is solely responsible for all parts and labor provided by this contract. For any items purchased under this contract, while during the warranty period, all software upgrades, dot releases, patches and fixes, exclusive of installation fees, shall be provided to the District at no additional cost. For items purchased prior to this contract or out of warranty on the new contract, patches and fixes, exclusive of installation fees, shall be provided to the District at no charge. All software upgrades, dot releases, patches, and fixes must be tested and approved by M-DCPS, ITS staff, prior to installation on M-DCPS equipment/systems and will be scheduled in coordination with ITS staff. Priorities will be given to updates critical to system functionality.

Question:

c) Will warranty be defined as 3 months for software and one year for hardware?

Response:

Warranty will not be changed.

Question:

2) Will M-DCPS re-consider the use of refurbished/repared like new equipment for service calls considering these parts will be warranted as new? If not, this will cause an artificial inflation of the per call cost since the bidder will only be able to price this using new (more expensive) equipment. As a note, existing maintenance models are based on refurbished equipment.

Refurbished:

For new equipment purchased under this contract, it is expected that new parts be used during the warranty period. With notification to and approval by MDCPS, refurbished parts may be used for systems out of warranty. Refurbished parts must have the same warranty as new parts.

Question:

How does the time involved in a request to use refurbished parts on a service call affect the time allotted to respond to a call without being penalized?

5.14 -- Many parts used for maintenance are refurbished, except for newly introduced products that have not been in production long. Can the vendor request a one-time allowance to use refurbished parts for supporting existing systems, as new parts are manufactured only for new products?

Response:

For new equipment purchased under this contract, it is expected that new parts be used during the warranty period. With notification to and approval by MDCPS, refurbished parts may be used for systems out of warranty. Refurbished parts must have the same warranty as new parts.

Question:

Special Conditions, # 6. Delivery -- "For Flat-Rate calls, vendor must perform to meet service level requirements identified in 9.0, Priorities for Service. For new systems or equipment, performance must be as indicated on the scope of work, which will be referred to on the purchase order."

- a. For M-DPCS's legacy systems and parts that are no longer manufactured or provided by original manufacturers, is M-DPCS willing to pay for the vendor to purchase and stock redundant legacy systems and parts so that the vendor is able to meet the Priorities for Service requirement for the existing systems?

Response:

It is the vendors' responsibility to maintain inventory levels or have immediate access to parts to meet the required service level requirements.

Question:

b. For new systems or equipment, how is the vendor able to determine if Priorities for Service can be met before a purchase order has been issued that describes the support needed?

Response:

This will be identified in the Scope of Work when the quote is obtained for new systems. The quote response, and SOW will become part of the purchase order.

Question:

- b. In event of disaster, AVAYA's policy is to service emergency services such as Fire, Police, and Hospitals. What public emergencies does the M-DPCS expect to take priority over for parts and service needs?

Response:

It is understood that during a countywide disaster, critical life to safety issues, such as Fire, Police and Hospitals have priority. The District expects to be a priority in your disaster recovery plans immediately after these and preferably in conjunction with these. The vendor is reminded that they need to have sufficient personnel to perform all work described herein at multiple locations throughout Miami-Dade County.

Question:

Will MDCP consider a minimum guarantee of the number of Flat Rate service calls that will be awarded to each successful bidder? Response: No.

- a. Can you better define what constitutes a flat rate service call. As an example, if there are numerous circuit packs malfunctioning in one site, would that constitute 1 service call or multiple?

Response:

3.0 DEFINITIONS:

3.6 *Flat-Rate Service Call: Flat-Rate Service Call charges will include all time and material costs, and will be paid at the awarded unit prices for troubles that occur from the usual and normal operation of the systems, including normal wear and tear. This includes all hardware, software and associated applications ancillary equipment and peripherals.*

3.7 *Work not included in a Flat-Rate Service Call: Adds, moves, and changes are not a Flat-Rate Service Call and are referred to as Time and Material. Damages, defects, malfunctions or service failures caused by: (a) M-DCPS's modifications of the systems; (b) M-DCPS's abuse, misuse or negligent acts; and (c) lightning, fire, flood, accident, actions of a third party or other events outside the manufacturer's or the contractor's control are not a Flat-Rate Service Call. Work that is not a Flat-Rate Service Call will be priced on a Time and Material basis and be in accordance with the pricing catalog submitted. No work will be done without prior authorization by ITS as stipulated in Sections 6.0 and 7.0.*

Question:

- b. If there are no minimum or maximum parameters for the services and parts included in a Flat Rate service call, how should the vendor cover costs of time and materials needed to resolve a catastrophic system failure where

Response:

*Flat-Rate Service Call: Flat-Rate Service Call charges will include all time and material costs, and will be paid at the awarded unit prices for **troubles that occur from the usual and normal***

operation of the systems, including normal wear and tear. This includes all hardware, software and associated applications ancillary equipment and peripherals.

Question:

While M-DCPS has responded in the previous Q&A that they will not entertain modifications to the terms and conditions, however M-DCPS did indicate in the Pre-Bid conference hearings that they would consider additional terms that are *not addressed* in the bid. We have noted that the bid does not include many terms and conditions that are standard in telecommunications contracts, including but not limited to terms such as software licensing, intellectual property indemnity, and a warranty provision. Would M-DCPS be willing to negotiate the inclusion of similar terms to be included in the final contract?

Response:

22.0 PROTECTION AND SECURITY

The Board acknowledges that the program materials (Software) constitute a valuable asset and trade secret of the manufacturer's and that the manufacturers have a proprietary right and interest in and to the program materials (Software) and that any information with respect thereto is confidential. Accordingly, the Board agrees as follows that:

- a. *The system materials (Software) purchased shall not be used for the benefit of any entity, including but not limited to any School District, other than the Board's and/or on any system other than the Board's.*
- b. *The Board shall not, without prior written permission from manufacturer sell, assign, transfer or otherwise make available for any purpose, whether gratuitously or for valuable consideration, the system materials (Software) or any other documentations, models, description, forms, or instructions or other information relating thereto, to any individual, business organization, governmental body or third party of any nature other than authorized employees of the Board.*

Question:

When filling out the spreadsheet, if the part number is the same as what Dade Schools has in column C, then do we have to fill in anything in column G which asks for manufacturers part number, or do we only fill in if there has been a change to the manufacturer's part number?

Response:

*The district cannot assume the bidders intent. Vendors are requested to complete **ALL** fields.*